

## **EXHIBIT “A”**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Debtors.

LEHMAN BROTHERS HOLDINGS INC.,

Plaintiff,

-against-

GUILD MORTGAGE COMPANY,

Defendant.

Chapter 11

Case No. 08-13555(SCC)

Adv. Pro. No. \_\_\_\_\_

## **SECOND AMENDED ADVERSARY COMPLAINT**

Plaintiff Lehman Brothers Holdings Inc. ("LBHI"), the Plan Administrator under the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors (the "Plan"), for its Complaint against Defendant Guild Mortgage Company ("Defendant") alleges upon knowledge as to itself and its own conduct, and upon information and belief as to all other matters, as follows:

### **NATURE OF ACTION**

1. In this action, LBHI seeks to enforce its right to contractual indemnification for liabilities, losses, damages, claims, judgments and any other costs, fees and expenses LBHI incurred as a result of Defendant's and Liberty Financial Group, Inc.'s ("Seller") sale and/or submission of defective mortgage loans in breach of Defendant's and Seller's representations, warranties, obligations, and/or covenants and/or for which LBHI incurred liability due to Defendant's and Seller's acts, failures to act and/or omissions (the "Defective Loans").

2. LBHI sold the Defective Loans to the Federal National Mortgage Association ("Fannie Mae") and/or the Federal Home Loan Mortgage Corporation ("Freddie Mac") under agreements that included representations and warranties about the Defective Loans that were coextensive with those made by Defendant and Seller. LBHI retained the right to seek indemnification from Defendant and Seller in the event it became liable for certain indemnification events. After Fannie Mae and Freddie Mac discovered that the mortgage loans breached certain of those representations and warranties, Fannie Mae and Freddie Mac made claims upon LBHI for losses suffered on the Defective Loans. In January and February 2014, respectively, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") approved settlements between (i) LBHI and Fannie Mae (ECF No. 42153),

and (ii) LBHI and Freddie Mac (ECF No. 42754), triggering LBHI's indemnification claims under the Agreements, as defined below, with Defendant and Seller.

3. By this action, LBHI seeks to recover money damages from Defendant for the indemnification claims.

4. In addition to Defendant's direct liability for the Defective Loans it sold, LBHI also seeks to recover damages from Defendant for Seller's indemnification obligations to LBHI. As more fully explained below, Defendant acquired Seller's business in a *de facto* merger and is continuing Seller's operations as a mere continuation of Seller's business with its former management, officers, and/or shareholders. Defendant gave inadequate cash consideration for the acquisition leaving Defendant unable to satisfy its obligations to creditors, such as LBHI. Having transferred Seller's assets and business operations to Defendant, business operations by the Seller entity ultimately ceased and dissolution of that entity was sought. As a result, Defendant is liable for Seller's indemnification obligations to LBHI as a matter of law.<sup>1</sup>

#### PARTIES

5. On September 15, 2008, Plaintiff LBHI commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. LBHI is a Delaware corporation with its principal place of business in New York, New York.

6. Defendant is an entity that, at all times relevant, is organized in and does business within the United States.

7. Seller is an entity that, at all times relevant, was organized in and did business within the United States.

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<sup>1</sup> Defendant may be a successor-in-interest to other entities that sold and/or submitted defective mortgage loans and are liable to LBHI for indemnification, including but not limited to Northwest Mortgage Group, Inc., Sacramento 1st Mortgage, Inc., and Comstock Mortgage, Inc. LBHI reserves all rights against Defendant with respect to Defendant's successor liability for any such entity.

### **JURISDICTION AND VENUE**

8. This adversary proceeding is commenced pursuant to Rules 7001 and 7003 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

9. This Court has subject-matter jurisdiction to consider and determine this matter pursuant to 28 U.S.C. §§ 157 and 1334 as the matter has a close nexus with the Plan, which was confirmed by Order of the Bankruptcy Court, dated December 6, 2011 (the "Confirmation Order"), and became effective on March 6, 2012. The Court has retained post-confirmation jurisdiction over this matter pursuant to section 14.1 of the Plan and paragraph 77 of the Confirmation Order.

10. Venue is proper under 28 U.S.C. §§ 157(a), 1408, and 1409.

11. This Court has personal jurisdiction over Defendant under Rule 7004(f) of the Bankruptcy Rules. In addition, this Court has personal jurisdiction over Defendant because Defendant is organized in and does business within the United States, and because the transactions giving rise to this controversy occurred in the United States.

### **FACTUAL BACKGROUND**

12. At all relevant times, LBHI engaged in the purchase and sale of mortgage loans directly or through affiliates, including Lehman Brothers Bank, FSB ("LBB"), then sold the loans to third parties, including Fannie Mae and Freddie Mac.

13. At all relevant times, Defendant and Seller engaged in mortgage origination, as well as the sale of mortgage loans on the secondary market to entities such as LBB and LBHI.

**A. The Governing Agreements**

14. This dispute arises out of Seller's sale of residential mortgage loans to LBHI's assignor, LBB, under one or more Loan Purchase Agreements with LBB (each an "LPA")<sup>2</sup> and Defendant's submission of residential mortgage loans to LBHI's assignor, LBB, under one or more Broker Agreements with LBB (each a "Broker Agreement").<sup>3</sup>

15. The dates of the relevant LPA[s] and Broker Agreement[s] are listed in Exhibit A attached hereto.

16. The LPA[s] specifically incorporate[s] the terms and conditions of the Seller's Guide of loan administrator, Aurora Loan Services LLC (the "Seller's Guide", together with the LPA[s] and Broker Agreement[s], "Agreements") which set forth additional duties and obligations of Defendant and Seller.<sup>4</sup> The Seller's Guide in its entirety is valid and binding on Defendant and Seller.

17. The Agreements set forth the duties and obligations of the parties with respect to the purchase and sale of mortgage loans, including but not limited to purchase price, delivery, and conveyance of the mortgage loans and mortgage loan documents.

18. The Agreements also set forth Defendant's and Seller's duties and obligations regarding underwriting; representations and warranties concerning the parties and individual

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<sup>2</sup> Although the language of certain sections referenced throughout this Complaint may vary slightly from LPA to LPA, it is generally consistent in all material respects.

<sup>3</sup> The operative Broker Agreement for each of the Defective Loans is the version in effect at the time the Defendant sold the loan to LBB. Although the language of certain sections referenced throughout this Complaint may vary slightly from Broker Agreement to Broker Agreement, it is generally consistent in all material respects.

<sup>4</sup> The operative Seller's Guide for each of the Defective Loans is the version in effect at the time the Seller sold the loan to LBB. Although the language of certain sections referenced throughout this Complaint may vary slightly from Seller's Guide to Seller's Guide, it is generally consistent in all material respects.

mortgage loans purchased, sold or submitted; and Defendant's and Seller's indemnification obligations.

19. Pursuant to the Agreements, Defendant and Seller sold and/or submitted Defective Loans to LBB that resulted in LBHI being exposed to and incurring liability, as described further below.

20. The parties agreed that Defendant's and Seller's obligations would extend to any subsequent purchasers and/or assignees, such as, in this case, LBHI. The Seller's Guide defines the "Purchaser" as LBB and, among others, its "successors and/or assigns." See Seller's Guide § 8.

21. The Broker Agreement[s] provide[s] that LBB as the "Lender, in its sole discretion, may assign this Agreement from time to time."

22. In conjunction with the sale by LBB to LBHI of the Defective Loans, LBB assigned to LBHI all of its rights and remedies under the Agreements pertaining to the Defective Loans.

23. Further, the Seller's Guide provides that LBHI, as a subsequent holder of any Mortgage Loan, "shall be a third party beneficiary" of the LPA[s]. See Seller's Guide § 711.

**B. Defendant's Representations Under the Broker Agreement[s]**

24. LBHI, as the assignee of the Broker Agreement[s], is entitled to all the benefits of the Broker Agreement[s], including the right to contractual indemnification.

25. With respect to each of the loans submitted under the Broker Agreement[s], Defendant made a number of representations, warranties, and covenants concerning the quality, characteristics, and underwriting of the mortgage loans; the property securing the mortgage loans; and the borrowers of the mortgage loans.

26. Specific examples of Defendant's representations, warranties and covenants include, but are not limited to, the following:

Broker has made diligent inquiry into all facts and circumstances in making the loan, including all material representations and warranties of the borrower, and to Broker's knowledge, none of the statements, information, or documentation included in the loan application, underwriting and closing packages contain any false or misleading statements or omit material facts necessary to make such statements accurate and not misleading. After review of the entire loan application package and closing documents . . . Broker has no knowledge of nor any reason to know of any fraudulent information or documentation present in the loan application package, closing documents or in the origination process used to generate the loan application package or closing documents. Broker Agreement § 8(g).

Broker has no knowledge nor any reason to know of any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the Property might not be at least the amount reported therein, or any circumstances or conditions with respect to the Property, the borrower or the borrower's credit that could reasonably be expected to cause private institutional investors to regard the loan as an unacceptable investment or cause the loan to become delinquent, or adversely affect the value or marketability of the loan. Broker Agreement § 8(h).

Broker has complied with all terms, conditions, and requirements of Lender's Guidelines and this Agreement, and with Applicable Law relating to the loan application process. . . . Broker Agreement § 8(k).

27. Defendant represented and/or warranted that it had the ability to perform its obligations under, and satisfy all requirements of, the Broker Agreement[s].

28. Defendant agreed to indemnify LBHI (as, among other things, LBB's assignee) from liabilities, claims, judgments, losses and expenses it might sustain as a result of the Defective Loans, including attorneys' fees. Section 9 of the Broker Agreement[s], entitled "Indemnification," provides, in pertinent part, as follows:



In addition to Lender's rights and remedies under Applicable Law (whether arising at law or in equity), Broker shall indemnify and hold Lender, its successors and assigns, and their respective officers, directors, employees, shareholders, members, agents, contractors, affiliates and subsidiaries (collectively, the "Lender Indemnitees") harmless from and against, and shall reimburse Lender Indemnitees with respect to, any and all claims, demands, losses, damages, interest, penalties, fines, forfeitures, judgments and expenses (including, without limitation, reasonable fees and disbursements of counsel, and court costs) (any of the foregoing hereinafter referred to as a "Claim"), resulting from, relating to or arising out of, whether the result of negligent or intentional conduct or otherwise: (i) any breach of any representation or warranty made by Broker pursuant to this Agreement or Lender's Guidelines; (ii) any breach or failure to perform any covenant or obligation of Broker in this Agreement or Lender's Guidelines. . . .

29. The Broker Agreement[s] also provide[s] for the "prevailing party" to recover attorneys' fees incurred to enforce the Broker Agreement[s]. Section 18 of the Broker Agreement[s], entitled "Attorney's Fees", provides as follows:

If any action or proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**C. Seller's Representations Under the LPA[s]**

30. LBHI as the "assignee" and third-party beneficiary of the LPA[s], and as "subsequent holder" of the Defective Loans, is entitled to all the benefits of the LPA[s], including the right to contractual indemnification.

31. With respect to each of the loans sold to LBHI (as, among other things, LBB's assignee) under the LPA[s], Seller made a number of representations, warranties, and covenants concerning the quality, characteristics, and underwriting of the mortgage loans; the property securing the mortgage loans; and the borrowers.

32. Specific examples of Seller's representations, warranties and covenants include, but are not limited to, the following:

No document, report or material furnished to Purchaser in any Mortgage Loan File or related to any Mortgage Loan (including, without limitation, the Mortgagor's application for the Mortgage Loan executed by the Mortgagor), was falsified or contains any untrue statement of fact or omits to state a fact necessary to make the statements contained therein not misleading. Seller's Guide § 703(1).

Seller . . . has duly and faithfully complied with and will continue to comply with: (i) all applicable laws, rules, regulations, decrees, pronouncements, directives, orders and contractual requirements with respect to the origination, closing, underwriting, processing and servicing of each Mortgage Loan . . . . Seller's Guide § 703(8).

The documents, instruments and agreements submitted for loan underwriting were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading. No fraud was committed in connection with the origination of the Mortgage Loan. The Seller has reviewed all of the documents constituting the Mortgage Loan File and has made such inquiries as it deems necessary to make and confirm the accuracy of the representations set forth herein. Seller's Guide § 703(12).

There is no default, breach, violation or event of acceleration existing under the Mortgage or the Note and, no event has occurred or condition exists that, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event of acceleration and neither Seller nor its predecessors has waived any default, breach, violation or event of acceleration. Seller's Guide § 703(18).

The Mortgage Loan has been originated and processed by Seller or Seller's correspondent in accordance with, and conforms with, the terms of this Seller's Guide and the Loan Purchase Agreement, and the Mortgage Loan has been underwritten in accordance with Underwriting Guidelines in effect as of the date of the Delivery Commitment applicable to the Mortgage Loan. The Mortgage Loan complies with all the requirements of the related Program Profile applicable to such Mortgage Loan . . . . Seller's Guide § 703(21).

The Mortgaged Property is lawfully occupied under applicable law, unless properly disclosed to Purchaser. All inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Mortgaged Property, or with respect to the use and occupancy of the same (including, without limitation, certificates of occupancy and fire underwriting certificates), have been made or obtained by Seller or Seller's correspondent from the appropriate authorities. The Mortgagor represented at the time of origination of the Mortgage Loan that the Mortgagor would occupy the Mortgaged Property as the Mortgagor's primary residence, if applicable. Seller's Guide § 703(24).

Notwithstanding anything contained elsewhere in this Seller's Guide or the Loan Purchase Agreement, Seller hereby represents and warrants that all appraisals and other forms of real estate valuation conducted in connection with each Mortgage Loan comply with applicable federal and state law, including without limitation, the Financial Institutions Reform, Recovery and Enforcement Act of 1989 as applicable, and the requirements of Fannie Mae or Freddie Mac and the Seller's Guide and were conducted and delivered prior to approval of the Mortgage Loan application by either (i) in the case of an appraisal, by a qualified appraiser, duly appointed by the Seller, or (ii) a valuation method meeting the requirements of the Seller's Guide. The fair market value of the Mortgaged Property as indicated by the property appraisal or valuation is materially accurate. Any appraiser, inspector or other real estate professional engaged in the valuation of the Mortgaged Property has no interest, direct or indirect, in the Mortgaged Property or in any security thereof. The compensation of any appraiser, inspector or other real estate professional engaged in the valuation of the Mortgaged Property was not affected by the approval or disapproval of the Mortgage Loan. Seller's Guide § 703(36).

33. To the extent Seller was also the underwriter of certain loans as permitted under the Seller's Guide or other applicable agreements, Seller additionally represented, warranted and covenanted in Section 717(1) of the Seller's Guide that with respect to such loans:

All underwriting performed by Seller hereunder shall be in strict compliance with the underwriting guidelines and product descriptions contained in the Seller's Guide and such other guidelines and requirements as may be provided to Seller in writing from time to time.

34. Seller represented and/or warranted that it had the ability to perform its obligations under, and satisfy all requirements of, the LPA[s]. *See* Seller's Guide § 702(5).

35. LBHI (as, among other things, LBB's assignee) relied upon the representations and warranties contained in the Agreements in purchasing the Defective Loans. Specifically, Section 701 of the Seller's Guide provides that:

Seller acknowledges that Mortgage Loans are purchased in reliance upon: (i) the truth and accuracy of Seller's representations and warranties set forth in the Loan Purchase Agreement and this Seller's Guide, each of which representations and warranties relates to a matter material to such purchase; and (ii) Seller's compliance with each of the agreements, requirements, terms, covenants and conditions set forth in the Loan Purchase Agreement and this Seller's Guide.

**D. Seller's Indemnification Obligation Under the LPA[s]**

36. Seller agreed to indemnify LBHI (as, among other things, LBB's assignee) from liabilities, claims, judgments, losses and expenses it might sustain as a result of the Defective Loans, including attorneys' fees. Section 711 of the Seller's Guide, entitled "Indemnification and Third Party Claims," provides, in pertinent part, as follows:

In addition to any repurchase and cure obligations of Seller, . . . Seller shall indemnify Purchaser and Purchaser's designee (including, without limitation, any subsequent holder of any Note) from and hold them harmless against all claims, losses, damages, penalties, fines, claims, forfeitures, lawsuits, court costs, reasonable attorney's fees, judgments and any other costs, fees and expenses that the Purchaser may sustain in any way related to or resulting from any act or failure to act or any breach of any warranty, obligation, representation or covenant contained in or made pursuant to this Seller's Guide or the Loan Purchase Agreement by any agent, employee, representative or officer of Seller or Seller's correspondent. In addition to any and all other obligations of Seller hereunder, Seller agrees that it shall pay the reasonable attorney's fees of Purchaser incurred in enforcing Seller's obligations hereunder . . . .

**E. LBHI's Settlements With Fannie Mae and Freddie Mac**

37. When LBB acquired and/or received loans from Defendant, Seller, and others, it typically did not hold those loans on its books. The loans it acquired and/or received from Defendant, Seller, and other entities, including the Defective Loans, were sold to LBHI, and then sold to other industry participants, including Fannie Mae and Freddie Mac.

38. When LBHI sold the Defective Loans to Fannie Mae and/or Freddie Mac, it relied on information provided to LBB by Defendant and Seller, and it made representations and warranties to Fannie Mae and/or Freddie Mac based, in part, on the representations Defendant and Seller made to LBB.

39. Eventually, Fannie Mae and/or Freddie Mac discovered breaches of representations, warranties and/or covenants in the Defective Loans.

40. Fannie Mae and Freddie Mac filed proofs of claim in LBHI's bankruptcy proceeding to recover for losses on the Defective Loans and other loans sold to LBB.

41. Many of the loans at issue in the Fannie Mae and Freddie Mac proofs of claims, and all of the Defective Loans, contained defects which caused LBHI to incur losses, judgments, costs, expenses, attorneys' fees, and liability to Fannie Mae and Freddie Mac.

42. LBHI was forced to defend against and eventually settle with Fannie Mae and Freddie Mac.

43. The Bankruptcy Court approved LBHI's settlements with Fannie Mae and Freddie Mac, including loan-level damages amounts for each Defective Loan (as shown in Exhibit A of each settlement agreement), finding the settlements to be "reasonable and appropriate."

44. The types of defects which caused LBHI to incur expenses, costs, losses, judgments, attorneys' fees, and liability to Fannie Mae and Freddie Mac, include but are not

limited to defects concerning the quality and characteristics of the loans, the creditworthiness of the borrowers, and the value and characteristics of the collateral, such as with respect to the income, employment, assets, and debt obligations of the borrowers, the intended and actual occupancy status of the properties, the appraised value of the properties and compliance with appraisal standards, among other things; defects concerning underwriting and the collection and review of the loan application and supporting documentation; and defects concerning origination practices generally, including compliance with applicable laws, rules, regulations, decrees, pronouncements, directives, orders and guidelines.

45. As it concerns Defendant and Seller specifically, Exhibit B attached hereto identifies each of the Defective Loans, and provides a non-exclusive list of the defects causing LBHI to incur liability, expenses, losses, judgments, attorneys' fees, and other costs for each Defective Loan. A general description of the defects identified in Exhibit B is included in Exhibit C attached hereto.

46. The liability incurred by LBHI to Fannie Mae and/or Freddie Mac was the result of Defendant's and Seller's acts, failures, omissions, and breaches of its representations, warranties, obligations, and/or covenants, which representations, warranties, obligations, and/or covenants are co-extensive with the representations and warranties LBHI made to Fannie Mae and Freddie Mac.

**F. Defendant's and Seller's Obligation to Indemnify LBHI**

47. Defendant and Seller agreed to indemnify LBHI (as, among other things, LBB's assignee) from liabilities, claims, judgments, losses, attorneys' fees, and expenses it might sustain as a result of the Defective Loans. *See* Seller's Guide § 711; Broker Agreement § 9.

48. LBHI has demanded that Defendant and Seller indemnify LBHI, which demands have been refused by Defendant and Seller.

49. Defendant's and Seller's failure and refusal to indemnify LBHI for LBHI's liability to Fannie Mae and/or Freddie Mac constitute breaches of Defendant's and Seller's contractual indemnification obligations.

50. Pursuant to the Agreements, the laws of the State of New York govern this action.

51. All conditions precedent to bringing this action have been met, occurred or have been waived.

**G. Defendant's Liability for Seller's Obligations**

52. Defendant acquired Seller's business, including substantially all of its assets used in or necessary for the operation of Seller's business (the "Acquisition"). The Acquisition amounted to a *de facto* merger of the two companies and Defendant is continuing Seller's enterprise as a mere continuation of Seller.

53. Following the Acquisition, Seller no longer had any of the assets, employees, offices, phone lines, websites, and other requirements for doing business and its business operations promptly ceased.

54. After Seller's assets and business operations were transferred to Defendant, Seller changed its name to LFG Wind Up Corporation and dissolution of that entity was sought.

55. As part of the Acquisition, Defendant assumed liabilities that were ordinarily necessary for the continuation of Seller's business operations.

56. Defendant continued Seller's enterprise, management, personnel, assets, branch locations, and general business operations.

57. Defendant offered continued employment to certain of Seller's employees and management.

58. Seller's former Chief Executive Officer and owner, Barry Horn, became Defendant's Executive Vice President and National Production Manager.

59. Seller's former Chief Operations Officer and owner, Charles Nay, became Senior Vice President and Regional Manager for the Northwest Region with Defendant.

60. The Acquisition was structured to disadvantage creditors such as LBHI, including inadequate cash consideration given for the Seller's business, leaving Seller unable to satisfy obligations to its creditors, such as LBHI.

61. Defendant is a mere continuation of Seller, and the Acquisition amounted to a *de facto* merger of the two companies.

### **FIRST CLAIM FOR RELIEF**

#### **(Contractual Indemnification)**

62. LBHI hereby incorporates by reference the allegations set forth above as though fully set forth herein.

63. The Agreements are valid and enforceable contracts that are binding upon Defendant and Seller.

64. LBHI and/or LBB have substantially performed all of their obligations under the Agreements.

65. Defendant and Seller owe LBHI indemnity for its liabilities, losses, claims, attorneys' fees, judgments and any other costs, fees and expenses as to the Defective Loans.

66. Defendant and Seller failed to indemnify LBHI for its liabilities, losses, claims, attorneys' fees, judgments and any other costs, fees and expenses as to the Defective Loans.

67. Defendant's and Seller's breaches of the Agreements and other acts and/or omissions as to the Defective Loans resulted in LBHI incurring liability and/or losses in an amount to be determined at trial, comprised of the settlement amount for each of the Defective Loans as identified in the court-approved Fannie Mae and/or Freddie Mac settlement agreement,



plus prejudgment interest pursuant to New York law, attorney's fees, litigation costs, and all other fees and costs provided by the Agreements.

68. Defendant is liable for LBHI's contractual indemnification claim against Seller, as alleged herein, because it is Seller's successor.

**PRAYER FOR RELIEF**

WHEREFORE, LBHI respectfully requests that this Court enter judgment in its favor and against Defendant:

- a) For all damages arising from or relating to Defendant's and Seller's obligations under the indemnification provisions of the Agreements, in an amount to be determined at trial;
- b) For recoverable interest;
- c) For the costs and expenses incurred by LBHI in enforcing Defendant's and Seller's obligations under the Agreements, including attorneys' fees and costs and any expert witness fees incurred in litigation; and
- d) Providing for such other relief as the Court deems just and proper.

Dated: January 3, 2017

/s/ Michael A. Rollin

Michael A. Rollin  
Maritza Dominguez Braswell (admission pending)  
Caleb Durling  
Corey J. Longhurst (application to be filed)

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*Counsel for Lehman Brothers Holdings Inc.*

## **EXHIBIT A**

**EXHIBIT A**  
**AGREEMENTS**

**Guild Mortgage Company individually and as  
successor in interest to Liberty Financial Group, Inc.**

Broker Agreement dated April 17, 2002

Broker Agreement dated October 24, 2002

Loan Purchase Agreement dated October 30, 2003

Broker Agreement dated December 8, 2004

Loan Purchase Agreement dated January 14, 2005

Loan Purchase Agreement (Bulk Purchase) dated March 2, 2006

## **EXHIBIT B**

**EXHIBIT B**

**Guild Mortgage Company individually and as  
successor in interest to Liberty Financial Group, Inc.**

Loan Number	Seller Loan Number	Claim Reason 1	Claim Reason 2	Claim Reason 3	Claim Amount
31680010	11113852	MISREP - DEBTS			92,852.43
33043555	11117033	MISREP - DEBTS	MISREP - INCOME/EMPLOY	MISREP - OCCUPANCY	192,828.61
33169798	11117637	MISREP - OCCUPANCY	UW - INCOME/EMPLOY		177,516.18
45039286		MISREP - INCOME/EMPLOY			141,083.74
46276358		MISREP - INCOME/EMPLOY			123,623.77
<b>TOTAL</b>					<b>\$727,904.73</b>

## **EXHIBIT C**

**EXHIBIT C**

**I. MISREPRESENTATION CLAIMS**

- A. MISREP – ASSETS: The amount and/or source of the borrower's assets at origination and/or other information concerning the borrower's assets was misrepresented, which misrepresentation formed the basis of Defendant's breach.
- B. MISREP – BORROWER: The identity of the borrower, information concerning the identity of the borrower, and/or information concerning interested parties' relationship to the borrower was misrepresented at origination, which misrepresentation formed the basis of Defendant's breach.
- C. MISREP – CREDIT/FICO: Information related to the borrower's credit and/or creditworthiness at origination was misrepresented, which misrepresentation formed the basis of Defendant's breach.
- D. MISREP – DEBTS: One or more debts opened by the borrower prior to close of the subject transaction and/or sale of the subject loan were undisclosed/misrepresented at origination, which non-disclosure/misrepresentation formed the basis of Defendant's breach.
- E. MISREP – IDENTITY THEFT: The identity of the borrower at origination was misrepresented as that of someone else, which misrepresentation formed the basis of Defendant's breach.
- F. MISREP – INCOME/EMPLOY: The borrower's income at origination and/or information concerning his/her employment at origination was omitted/misrepresented, which omission/misrepresentation formed the basis of Defendant's breach.
- G. MISREP – NAL OMISSION: A non-arms-length/interested party relationship was omitted/misrepresented at origination, which omission/misrepresentation formed the basis of Defendant's breach.
- H. MISREP – OCCUPANCY: The borrower's intention about the occupancy of the subject property was misrepresented at origination, which misrepresentation formed the basis of Defendant's breach, or the borrower failed to satisfy the occupancy covenants set forth in the applicable security instrument.
- I. MISREP – OTHER: Information related to the borrower or subject transaction was misrepresented at origination, which misrepresentation formed the basis of Defendant's breach.
- J. MISREP – VALUE: The origination appraisal misrepresented the value of the subject property and/or violated one or more underwriting, Uniform Standards of Professional Appraisal Practice, or other requirements, which misrepresentation/violation formed the basis of Defendant's breach.



**EXHIBIT C**

- K. MISREP – VOR: Information related to the borrower's rental and/or rental payment history was omitted/misrepresented at origination, which omission/misrepresentation formed the basis of Defendant's breach.

**II. UNDERWRITING CLAIMS**

- A. UW – APPRAISAL: The origination appraisal violated one or more underwriting, Uniform Standards of Professional Appraisal Practice, or other requirements, which violation formed the basis of Defendant's breach.
- B. UW – ASSETS: The subject transaction violated one or more underwriting or other requirements concerning verification of the borrower's assets and/or other information related to the borrower's assets, which violation formed the basis of Defendant's breach.
- C. UW – CONTRIBUTIONS/CONCESSIONS: The subject transaction violated one or more underwriting or other requirements concerning costs paid by the seller or an interested third party, which violation formed the basis of Defendant's breach.
- D. UW – CREDIT/BANKRUPTCY: The subject transaction violated one or more underwriting or other requirements concerning analysis of the borrower's credit, creditworthiness, and/or other information related to the borrower's credit, including but not limited to a prior or existing bankruptcy, which violation formed the basis of Defendant's breach.
- E. UW – CREDIT/FICO: The subject transaction violated one or more underwriting or other requirements concerning analysis of the borrower's credit, creditworthiness, and/or other information related to the borrower's credit, which violation formed the basis of Defendant's breach.
- F. UW – DATA ERRORS: The subject transaction violated one or more underwriting or other requirements concerning the use of an automated underwriting system, which violation formed the basis of Defendant's breach.
- G. UW – DEBT DISCLOSURE: The subject transaction violated one or more underwriting or other requirements concerning the borrower's outstanding debt, which violation formed the basis of Defendant's breach.
- H. UW – DOCUMENTATION/ASSETS: The subject transaction violated one or more underwriting or other requirements concerning verification of the borrower's assets and/or other information related to the borrower's assets, and/or verification of the borrower's rental and/or rental payment history, which violation formed the basis of Defendant's breach.
- I. UW – DOWN PAYMENT: The subject transaction violated one or more underwriting or other requirements concerning the borrower's minimum down payment obligation, which violation formed the basis of Defendant's breach.

**EXHIBIT C**

- J. UW – ESCROW: The subject transaction violated one or more underwriting or other requirements concerning escrow accounts and/or escrow holdbacks, which violation formed the basis of Defendant's breach.
- K. UW – EXCESSIVE CASH OUT: The subject transaction violated one or more underwriting or other requirements concerning the permissible amount of cash-out for the subject transaction, which violation formed the basis of Defendant's breach.
- L. UW – FAILURE TO ADDRESS POTENTIAL MISREPRESENTATIONS: The subject transaction violated one or more underwriting or other requirements concerning misrepresentations about the occupancy of the subject property, which violation formed the basis of Defendant's breach.
- M. UW – FLIP TRANSACTIONS: The subject transaction violated one or more underwriting or other requirements concerning ineligible property/land flip transactions, which violation formed the basis of Defendant's breach.
- N. UW – INCOME/EMPLOY: The subject transaction violated one or more underwriting or other requirements concerning verification of the borrower's employment and/or income and/or the reasonableness of the borrower's ability to repay the mortgage debt, which violation formed the basis of Defendant's breach.
- O. UW – INCOME/RATIOS: The subject transaction violated one or more underwriting or other requirements concerning analysis of the borrower's rental income, and/or ratio and/or qualifying guidelines, which violation formed the basis of Defendant's breach.
- P. UW – INCONSISTENT LOAN APPLICATIONS: The subject transaction violated one or more underwriting or other requirements concerning verification of inconsistent information between the borrower's loan applications and/or the reasonableness of the borrower's ability to repay the mortgage debt, which violation formed the basis of Defendant's breach.
- Q. UW – INELIGIBLE INSTRUMENT: The subject transaction violated one or more underwriting requirements concerning the information disclosed on the note, which violation formed the basis of Defendant's breach.
- R. UW – INSUFFICIENT ASSETS/RESERVES: The subject transaction violated one or more underwriting or other requirements concerning required asset and/or reserve amounts, which violation formed the basis of Defendant's breach.
- S. UW – INVESTMENT PROPERTIES: The subject transaction violated one or more underwriting or other requirements concerning non-owner occupied/investment properties, which violation formed the basis of Defendant's breach.
- T. UW – LACK OF NECESSARY INSURANCE: The subject transaction violated one or more underwriting or other requirements concerning required private

**EXHIBIT C**

mortgage and/or other mandated insurance coverage, which violation formed the basis of Defendant's breach.

- U. UW - LIEN POSITION: The subject transaction violated one or more underwriting or other requirements related to the lien position of the subject transaction, which violation formed the basis of Defendant's breach.
- V. UW - MISSING DOCUMENTS: The subject transaction violated one or more underwriting or other requirements concerning necessary or required documentation related to the subject transaction, which violation formed the basis of Defendant's breach.
- W. UW - NAL TRANSACTION: The subject transaction violated one or more underwriting requirements concerning non-arms-length/interested party transactions, which violation formed the basis of Defendant's breach.
- X. UW - NON WARRANTABLE CONDOMINIUM: The subject transaction violated one or more underwriting or other requirements concerning the financing/acceptability of condominium projects, which violation formed the basis of Defendant's breach.
- Y. UW - PAYMENT SHOCK: In violation of applicable underwriting or other requirements the subject transaction resulted in significant payment shock (the payment for the subject transaction more than doubled the borrower's existing rental or mortgage payment), which violation formed the basis of Defendant's breach.
- Z. UW - PROPERTY: The subject transaction violated one or more underwriting or other requirements concerning verification of the type and/or classification of the subject property, which violation formed the basis of Defendant's breach.
- AA. UW - POINTS/FEES: The subject transaction violated one or more underwriting or other requirements concerning the points and fees paid by the borrower, which violation formed the basis of Defendant's breach.
- BB. UW - RATIOS: The subject transaction violated one or more underwriting or other requirements concerning ratio and/or qualifying guidelines, which violation formed the basis of Defendant's breach.
- CC. UW - RESIDENCY: The subject transaction violated one or more underwriting or other requirements concerning the borrower's residency, which violation formed the basis of Defendant's breach.
- DD. UW - STRAW TRANSACTION: The subject transaction violated one or more underwriting or other requirements related to ineligible straw borrower/straw buyer transactions, which violation formed the basis of Defendant's breach.

**EXHIBIT C**

EE. UW – TITLE: The subject transaction violated one or more underwriting or other requirements related to the property title and/or lien position of the subject transaction, which violation formed the basis of Defendant's breach.

FF. UW – INELIGIBLE FOR LOAN PROGRAM: The subject transaction violated one or more underwriting or other requirements, which violation formed the basis of Defendant's breach.

**III. OTHER**

A. COLLATERAL: The origination appraisal violated applicable underwriting, Uniform Standards of Professional Appraisal Practice, or other requirements, which violation formed the basis of Defendant's breach.

B. DOCUMENTATION: Necessary or required documentation concerning the subject transaction was missing, unverified, or otherwise inadequate, and Defendant's failure to obtain, verify, or otherwise ensure the adequacy of documentation concerning the subject transaction formed the basis of Defendant's breach.

C. IDENTITY THEFT: The borrower's identity at origination was that of someone else, which misinformation formed the basis of Defendant's breach.

D. MI RESCISSION: Facts and/or events concerning the subject loan transaction resulted in the denial of liability or rescission of coverage by a mortgage insurer, which denial/rescission formed the basis of Defendant's breach.

E. MISSING VVOE: Necessary or required documentation concerning the verbal verification of the borrower's employment was missing, unverified, or otherwise inadequate, and Defendant's failure to obtain, verify, or otherwise ensure the adequacy of documentation concerning the verbal verification of borrower's employment formed the basis of Defendant's breach.

**EXHIBIT “B”**

# AURORA LOAN SERVICES

*A Lehman Brothers Company*

## BROKER AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of December  
Dec. 8, 2004 between:

LEHMAN BROTHERS BANK, FSB, a federal savings bank ("Lender")

and

GUILD MORTGAGE COMPANY, a California Corpora-  
tion ("Broker").

Broker desires from time to time to submit certain single family residential mortgage loans that meet Lender's eligibility criteria (the "loans"; individually, a "loan") to Lender for Lender's underwriting and possible funding. This Agreement, including all attachments hereto, is intended to set forth the terms and conditions of the non-exclusive relationship between Lender and Broker and the terms and conditions that will govern any submission of loans by Broker to Lender and any subsequent funding by Lender.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Broker agree as follows:

1. General Provisions. Broker agrees from time to time to submit loan application packages to Lender, and provide certain additional services and facilities to Lender, subject to and upon the terms and conditions contained in this Agreement. This Agreement incorporates by this reference all other written materials, including without limitation, rate sheets, product profiles, underwriting guidelines, procedural guidelines, policies, loan commitments, closing instructions or other communications, announcements or guidelines provided by Lender to Broker from time to time (collectively, the "Lender's Guidelines").

2. Broker Services. For each loan, Broker will submit to Lender a completed, original loan application package together with such related materials as may be required by Lender (the "Material"). Following submission of any loan application to Lender, Broker will perform the following services: (a) initiate/order verification of employment and verification of deposits, plus any additional documents required to establish income, employment and cash available for closing, if applicable; (b) initiate/order requests for mortgage and other loan verifications; (c) initiate/order appraisals of the property proposed as security for the loan (the "Property"); (d) analyze the applicant's income and debt and pre-qualify the applicant to determine the maximum mortgage amount an applicant can afford pursuant to Lender's Guidelines; (e) educate the applicant in the home buying and financing process and advise the applicant about the different types of credit products available, and demonstrate the differences in closing costs and monthly payments on a product-by-product basis; (f) collect financial information (tax returns, bank statements, etc.) and other related documents that are required as part of the application process; (g) assist the applicant in understanding and rectifying credit problems (with disclosure to Lender as required); (h) maintain regular contact with the applicant between application and closing to apprise them of the status of the application and the requirement to satisfy any outstanding conditions to closing, and to gather additional credit, financial and other information as needed; and (i) initiate/order inspections or engineering reports, if applicable. In addition, Broker will perform some or all of the following services, as requested by Lender: (a) initiate/order engineering reports of the Property, if necessary; (b) provide disclosures (truth-in-lending, good faith estimates, etc.) to the applicant as required by applicable federal, state and local laws, rules and regulations (collectively, "Applicable Law") or by Lender, (c) determine whether the Property is located in a flood zone or order a flood zone determination; and (d) participate in the loan closing. Broker shall review the accuracy and completeness of all information provided by loan applicants, and shall at all times maintain the integrity of Broker's loan application and processing operations.

3. Underwriting. Loan underwriting approval decisions shall be made by Lender, in Lender's sole discretion, in accordance with Lender's approval criteria then in effect. Lender's underwriting determination will be conclusive. Lender will have absolutely no liability to Broker for any failure by Lender to underwrite any loan in accordance with Lender's Guidelines, unless such failure is due to gross negligence or willful misconduct by Lender. Broker shall not (i) represent to any prospective borrower that Lender has approved or will approve any loan application or (ii) issue a lock-in agreement, in either case, until Broker receives written notice of the commitment from Lender which shall include the interest rate, points and other terms of the commitment. Any

notice of a commitment to a prospective borrower shall include a description of all conditions that need to be satisfied prior to closing ("Closing Conditions").

4. Closing, Funding and Conveyance of Loans. Broker will assist Lender in the closing and funding of approved loans including, but not limited to, arranging for a closing of the loan after (i) all Closing Conditions have been satisfied and (ii) all closing documents have been either prepared or approved by Lender. Lender shall have no obligation to fund any loan until all Closing Conditions have been satisfied. All loans shall be closed in Lender's name

5. Broker Compensation, Disclosure. Broker shall properly and fully, in accordance with Applicable Law, disclose to the borrower all compensation that will be charged or earned by the Broker in connection with the loan, including any applicable yield spread premium. Such compensation shall be set forth on the Good Faith Estimate provided to the borrower and to the Lender and shall not be changed unless Broker shall properly redisclose such changes at least seven days prior to the closing by providing proper disclosures to the borrower and Lender in accordance with Applicable Law. Broker shall not charge the borrower any amount that exceeds Lender's Guidelines relating to loan pricing.

6. Independent Contractor. While engaging in any activities pursuant to this Agreement, Broker is acting solely as an independent contractor. Broker is not an agent or employee of Lender and nothing contained in this Agreement shall be deemed to make Broker an agent or employee of Lender. Broker shall not represent or imply in any manner that any of its officers or employees are officers or employees of Lender, and shall not represent or imply that its offices are offices or branches of Lender. Broker shall have no authority to execute any documents of any type on behalf of Lender nor shall Broker have the authority to make any commitments on behalf of Lender or in any manner to bind, contract, or incur liability for Lender. Broker shall not make any written or oral representations to any loan applicant that conflict with Broker's authority as set forth in this Agreement.

7. Broker Responsible for Agents and Branches. All references in this Agreement to "Broker" shall include Broker, and any of its agents, representatives, franchisees, branches or divisions that submit loan applications using Broker's name. Broker is fully liable under this Agreement for all acts and omissions of its agents, representatives, franchisees, branches or divisions that submit loan applications using Broker's name. Lender may conclusively rely on any such submission of an application as conclusive evidence of such agent's, representative's, franchisee's, branch's or division's authority to act for Broker hereunder, unless and until Lender has received written notice from Broker advising Lender that any particular agent, representative, franchisee, branch or division is no longer authorized to submit loans on its behalf hereunder.

8. Representations and Warranties of Broker Broker makes and will be deemed to have made to Lender, as of the date hereof and as of the date of closing and funding of each loan, all of the following representations and warranties (and any additional representations and warranties set forth in Lender's Guidelines, from time to time):

(a) Broker (i) is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation, and is authorized to transact business and in good standing under the laws of each jurisdiction in which it serves as a broker and in each jurisdiction in which mortgaged properties are located, (ii) has full power and authority, as applicable, to broker loans and to execute, deliver and perform its obligations under this Agreement, and (iii) has duly authorized the execution, delivery and performance of this Agreement by all requisite action.

(b) This Agreement constitutes the legal, valid and binding obligation of Broker, enforceable against Broker in accordance with its terms.

(c) Broker is the holder of a valid mortgage brokerage or other applicable license issued by each state in which broker conducts business where licensure of mortgage brokers is available under State law (even if a particular form of license is not technically required to be obtained by Broker because of the type of loan products offered by Broker or number of loans made by Broker), and Broker is the holder of all other licenses, permits and regulatory approvals as may be available to Broker by law in relation to the performance of Broker's responsibilities under this Agreement (even if a particular form of license is not technically required to be obtained by Broker). Broker shall maintain all such licenses in good standing throughout the term of this Agreement. Broker will retain on file with Lender current copies of all such licenses and will immediately notify Lender if any licenses or registrations held by Broker are suspended, revoked, terminated or otherwise expire.

(d) Except as disclosed to Lender in writing, there is no suit, action, arbitration, proceeding or investigation (including without limitation, any proceeding alleging fraud on the part of Broker or any of its employees) pending, or to Broker's knowledge, threatened, against Broker or any of its current or former employees.

(e) All of the statements, information and documentation submitted by Broker to Lender in connection with Broker's application to become an approved broker hereunder, including any statements, information and documentation submitted by Broker in connection with periodic renewals or recertifications of Broker's approval, are and will be true, correct and complete in all material respects.

(f) Broker has received written authorization from the borrower to submit the loan application package to the Lender and to obtain and verify the borrower's credit information and other information contained in the loan application package.

(g) Broker has made diligent inquiry into all facts and circumstances in making the loan, including all material representations and warranties of the borrower, and to Broker's knowledge, none of the statements, information, or documentation included in the loan application, underwriting and closing packages contain any false or misleading statements or omit material facts necessary to make such statements accurate and not misleading. After review of the entire loan application package and closing documents (including, without limitation, the loan application, earnest money or purchase contract, property appraisal, verification of income, deposits and credit sources, and closing affidavits or certifications and other representations by borrowers), Broker has no knowledge of nor any reason to know of any fraudulent information or documentation present in the loan application package, closing documents or in the origination process used to generate the loan application package or closing documents.

(h) Broker has no knowledge nor any reason to know of any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the Property might not be at least the amount reported therein, or any circumstances or conditions with respect to the Property, the borrower or the borrower's credit that could reasonably be expected to cause private institutional investors to regard the loan as an unacceptable investment or cause the loan to become delinquent, or adversely affect the value or marketability of the loan.

(i) Except as otherwise disclosed to Lender in writing before the funding of any loan, neither Broker, nor any of its principals, employees or agents: (I) has received, or has any agreement to receive, any direct or indirect payment from any third party with respect to the loan application package (or the related real estate transaction), including without limitation, payments from escrow agents, appraisers, or real estate brokers, or agents of borrowers, (II) has any direct or indirect ownership interest in any Property, or (III) is a mortgagor in the loan transaction. Broker will not collect any fees in advance of closing from prospective borrowers unless permissible under Applicable Law and fully disclosed to Lender. Broker has not advanced funds or induced, selected or knowingly received advanced funds by a party other than the borrower for the payment of any amount required to obtain the loan.

(j) The appraisal obtained in connection with the loan was performed by an appraiser who holds all required licenses or approvals and has no interest in the real property to be appraised and who will receive no compensation which is affected by the approval or declination of the loan application.

(k) Broker has complied with all terms, conditions and requirements of Lender's Guidelines and this Agreement, and with Applicable Law relating to the loan application process. Broker has provided all disclosures to the borrower required by Lender or by Applicable Law to be made by Broker (including, but not limited to, disclosures which relate to the amount and source of compensation paid to Broker by a borrower, Lender or third parties) within the time frames required by Applicable Law.

(l) To Broker's knowledge, no loan will be classified as a (i) "high cost" loan under the Home Ownership and Equity Protection Act of 1994 or (ii) "high cost," "threshold," "covered," "abusive" or "predatory" loan under any other Applicable Law. No abusive or deceptive lending practices, including but not limited to, the extension of credit without regard for a borrower's ability to repay the loan and the extension of credit to a borrower which has no apparent benefit to the borrower, were employed in connection with the origination of a loan. Broker has not mislead the borrower about the costs or benefits of the loan, or any features of the loan, such as prepayment charges, type of interest rate and manner of adjustment thereto, and closing costs and fees.



Each such representation and warranty will survive any due diligence review by Lender, the closing and funding of each loan, the liquidation or repurchase of any loan, the resale of any loan, and the termination of this Agreement.

9. Indemnification. In addition to Lender's rights and remedies under Applicable Law (whether arising at law or in equity), Broker shall indemnify and hold Lender, its successors and assigns, and their respective officers, directors, employees, shareholders, members, agents, contractors, affiliates and subsidiaries (collectively, the "Lender Indemnitees") harmless from and against, and shall reimburse Lender Indemnitees with respect to, any and all claims, demands, losses, damages, interest, penalties, fines, forfeitures, judgments and expenses (including, without limitation, reasonable fees and disbursements of counsel, and court costs) (any of the foregoing hereinafter referred to as a "Claim"), resulting from, relating to or arising out of, whether the result of negligent or intentional conduct or otherwise: (i) any breach of any representation or warranty made by Broker pursuant to this Agreement or Lender's Guidelines; (ii) any breach or failure to perform any covenant or obligation of Broker in this Agreement or Lender's Guidelines; (iii) any claim by a borrower resulting from Lender's failure or refusal to fund a loan package which failure or refusal is related to information obtained from Broker or Broker's conduct; or (iv) any excess fees or charges charged or received by Broker in connection with the origination of a loan.

If Lender repurchases a loan from a third party to whom Lender has sold such loan as a result of any breach or alleged breach of this Agreement by Broker, Lender may (without waiving any right or remedy against Broker) market the loan or the related mortgaged property for resale in any commercially reasonable manner as it may deem appropriate with full disclosure to prospective purchasers of the applicable defect, error or omission in the loan, without recourse against Lender for any loss or damage incurred by the purchaser in connection with the defect, error or omission. In the event of such sale, Lender's Claim against Broker shall include, without limitation, (i) any and all expenses, including, without limitation, costs of foreclosure and reasonable attorney's fees, incurred by Lender in the exercise of its rights and remedies in connection with the loan, the mortgaged property, and/or the borrower, together with interest thereon at the rate specified in the mortgage note, (ii) the amount of any premium, fee or other sum paid by Lender in connection with the origination of the loan and (iii) the difference between: (x) the repurchase price (including principal, interest, servicing advances and all other related costs and expenses) paid by Lender with respect to the repurchase of the loan and (y) the net sales price, if any, received by Lender upon the sale of such loan or the related mortgaged property.

Notwithstanding anything to the contrary contained in this Agreement, Lender's Guidelines or elsewhere, Broker expressly acknowledges and agrees that Lender's review of, or failure to review, any loan application package or closing document package or any portion thereof shall not limit or otherwise affect Lender's right to demand indemnification or any other relief provided by this Agreement.

Notwithstanding anything to the contrary, in no event shall a "full credit bid" made by Lender or any other party at a foreclosure sale of any property securing a loan limit the rights of Lender or the obligations of Broker under this Agreement.

10. Rights to Obtain Certain Information. During the term of this Agreement, Broker will furnish Lender with (i) copies of all renewals of its licenses within thirty (30) days after they are issued to Broker by the applicable regulatory authorities; and (ii) copies of Broker's audited financial statements promptly after they become available (in the event Broker does not obtain an audited financial statement, Broker will furnish Lender with its internally prepared financial statements which are certified by Broker's chief financial officer, principal or owner, as applicable). If requested by Lender, Broker shall also provide any other information reasonably related to substantiating Broker's continuing eligibility to participate in Lender's loan programs as in effect from time to time.

11. Adverse Action Notices. If Lender rejects a loan or makes a counteroffer, Lender may deliver to Broker a completed "adverse action notice" in the form required by the Equal Credit Opportunity Act specifying the reasons Lender has declined to fund the loan. If Lender delivers such notice to Broker, Broker shall deliver this adverse action notice to the applicant within the time period required by Applicable Law. Notwithstanding the foregoing, Lender shall have the right to deliver adverse action notices directly to the applicant.

12. Right to Contact Applicants. Broker acknowledges that Lender shall have the right to contact any loan applicant or borrower in person or by mail, e-mail, or telephone, in connection with any application package submitted by Broker to Lender, and Lender shall have no liability to Broker for any such communication.

13. Web Site Access. To the extent that Broker is provided access to or use of any web site maintained by or on behalf of Lender, including the web site currently located at [www.aishervices.com](http://www.aishervices.com), Broker shall comply with the terms of use and any other applicable policies and procedures maintained by or on behalf of Lender. Without limiting the foregoing, Broker shall comply with all policies and procedures relating to the protection of passwords and other security measures in connection with Broker's use of any such web site.

14. Non-Exclusive Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Lender and Broker. Broker acknowledges that Lender provides the same or similar services to other brokers.

15. Updates to Agreement. Upon not less than ten (10) days prior written notice to Broker, Lender may modify and amend this Agreement. Any such modification or amendment shall only be effective with respect to loans submitted by Broker after the effective date of such modification or amendment. Such modification or amendment shall be deemed incorporated into this Agreement without further signature or acknowledgment by Broker.

16. Termination. This Agreement may be terminated by either party at any time upon delivery of written notice of termination to the other party. Upon termination of this Agreement by either party for any reason, Lender shall have the option, in its sole discretion, with respect to any loan that was registered prior to termination, (a) to lock, underwrite, close or fund any such loan application and Broker shall comply with all of its obligations under this Agreement with respect to such loans, or (b) to reject such loans and return such loan application packages to Broker without any further obligation of Lender. Any loans that do not have an interest rate lock-in agreement in place at the time of termination shall be deemed to be rejected and Lender shall have no further obligation with respect to such loans. All representations, warranties, rights to audits, indemnity obligations, and other remedies will survive the termination of this Agreement.

17. Further Assurances. Each party agrees to execute and deliver such instruments and take such actions as the other party may, from time to time, reasonably request, in order to effectuate the purposes and to carry out the terms of this Agreement. Without limitation of the foregoing, Broker agrees to do all things and to execute or otherwise obtain for Lender all additional documentation necessary to (i) properly complete Lender's approval of any loan, (ii) cure any breach or potential breach of Broker's warranties as to a closed loan, (iii) sell the loan to a secondary market investor or otherwise comply with FNMA, FHLMC, GNMA, FHA, VA or other secondary market requirements, or (iv) insure or guaranty the loans with the FHA, VA or private mortgage insurer, as applicable.

18. Attorney's Fees. If any action or proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

19. Non-Assignability. This Agreement may not be assigned by Broker without the prior written consent of Lender. Any attempted assignment without Lender's required consent shall be void. No loan packages may be submitted to Lender for which applications were solicited, or processing performed, by any entity or any employee of any entity that is not a party to this Agreement without the prior written consent of Lender. Lender, in its sole discretion, may assign this Agreement from time to time.

20. No Waiver, Remedies Cumulative. Failure or delay to exercise any right hereunder shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. All rights and remedies of Lender under this Agreement are distinct from, and are cumulative with, any other rights or remedies under this Agreement or Lender's Guidelines or afforded at law or in equity, and all such rights and remedies may be exercised concurrently, independently or successively.

21. Notices; Electronic Communications. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, or sent by certified, registered or express mail, postage prepaid, or by a national overnight carrier or by facsimile (with a confirming copy by mail or national overnight carrier) and shall be deemed given when so delivered personally or by facsimile, or if mailed, five days after the date of mailing, or if by overnight carrier, on the following business day, to the parties at the address specified below their signatures hereto or to such other address as any party hereto shall notify the other party hereto from time to time in writing.

Notwithstanding the foregoing, any notices or communications relating to loan pricing, loan underwriting, the status of any loan, any changes to Lender's Guidelines or to this Agreement, may be provided by Lender to Broker by any means permitted by law, including, without limitation, telephone, facsimile, electronic mail, or by posting to Lender's designated web site. To the extent any such consent is required by Applicable Law, Broker hereby consents to the receipt of such notice or communications by such means. The provisions of this paragraph constitute the express consent of Broker to the receipt of any and all facsimile communications from Lender or its affiliates (including any such communications constituting advertisements under Applicable Law) at the fax number set forth below, or at any other fax number supplied by Broker.

22. Rights of Setoff. Lender may setoff against any amounts owed by Lender or its affiliates to Broker under this Agreement, Lender's Guidelines or otherwise, any amounts owed by Broker to Lender or its affiliates under this Agreement or Lender's Guidelines. Setoff may be exercised by Lender at any time and from time to time without prior notice to or demand upon Broker, all of which are hereby waived by Broker; provided, however, that Lender shall notify Broker within a reasonable time after effecting any such setoff. Failure to provide notice shall not invalidate the setoff.

23. Governing Law; Jurisdiction. THIS AGREEMENT AND LENDER'S GUIDELINES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT PREEMPTED BY FEDERAL LAW. BROKER IRREVOCABLY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS OF NEW YORK COUNTY AND THE FEDERAL COURTS OF THE SOUTHERN DISTRICT OF NEW YORK AS TO ANY DISPUTE CONCERNING THIS AGREEMENT.

24. Waiver of Trial by Jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

25. Privacy Laws. Other than in accordance with this Agreement, Broker will not disclose non-public personal information regarding any mortgagors or prospective mortgagors, and shall comply in all respects with the Gramm-Leach-Bliley Act and any state privacy laws. Broker hereby indemnifies and holds Lender harmless against any damages arising from the violation of any state or federal laws regarding privacy.

26. Cooperation with Authorities. Broker hereby consents to the disclosure of information regarding Broker, files submitted to Lender by Broker for approval or funding, prospective or existing mortgagors or mortgaged properties, appraisers and other third parties engaged by Broker or through Broker's efforts, or any other information regarding the business of Broker, to state or federal agencies in response to administrative or court subpoenas or upon written request of such agencies. Broker hereby indemnifies and holds Lender harmless from complying with such requests for information.

27. Business Practice Report Acknowledgment. Broker acknowledges that it is in the best interest of both Broker and Lender for Lender to perform due diligence concerning Broker's background and experience by periodically obtaining reports issued from various information service providers. Broker further acknowledges that Broker benefits from the efficiencies in the due diligence process that are possible when Lender and other similarly situated entities in the mortgage industry exchange information about their experiences in doing business with individuals and companies such as Broker. Therefore, Broker hereby consents and gives Lender permission to submit of Broker's name and the names of Broker's employees for screening through various information providers and any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Broker understands that Lender performs quality control reviews of the loans that Broker submits to Lender for registration, review, underwriting, and/or purchase.

Broker understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Broker agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans. Broker hereby releases and agrees to hold harmless Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Lender or any other MIDEX subscriber

to Mortgage Asset Research Institute, Inc., recorded in the MIDEEX system, and used in any way by Lender or any other MIDEEX subscriber.

28. Non-Solicitation. Broker (including any parent companies, subsidiaries, and/or affiliates) shall not solicit by means of direct mail, e-mail, Internet, or telephonic or personal solicitation, or by any other means, the prepayment in whole or in part of a mortgage loan funded by Lender for a period of one year from the date that such loan was funded by Lender hereunder. Advertising directed to the general public, including without limitation mass mailings based upon commercially acquired mailing lists, and newspaper, radio and television advertisements, shall not be deemed a solicitation prohibited by this Agreement. If Broker solicits any loan in contravention of this Section, Lender shall have all rights and remedies available under this Agreement, at law or in equity, including without limitation the right to injunctive relief and specific performance.

29. Restrictions on Publicity. Without the prior written consent of Lender, Broker shall not use the corporate names, logos, brand names, trademarks, trade names or service marks of Lender, Lehman Brothers or any of their respective affiliates, or otherwise identify Lender, Lehman Brothers or any of their respective affiliates, in Broker's advertising, marketing or promotional material, publicity releases, communications with the press, customer listings, testimonials, websites, any other material distributed by or on behalf of Broker or in any proposals to prospective borrowers, brokers, clients or appraisers.

30. Miscellaneous. This Agreement, Lender's Guidelines, and any Addenda or other written agreement entered into pursuant to this Agreement, set forth the entire agreement between Lender and Broker and supersedes all prior written, and all prior and contemporaneous oral, agreements, understandings, and arrangements between the parties. As used herein, references to this "Agreement" includes this Agreement, any Addenda hereto, and any amendments or modifications hereto or thereto. Lender's Guidelines may be modified by Lender at any time with respect to any loans submitted to Lender for review at any time after Broker is notified of such modification. Except as otherwise set forth herein, no terms or conditions of this Agreement may be waived or modified unless executed in writing by both parties. This Agreement shall be binding upon Broker, its successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties agree that this Agreement will only become effective on the date on which Lender executes the Agreement as set forth below. This Agreement shall not be effective until so executed by Lender.

BROKER:

GUILD MORTGAGE COMPANY

By: 

Name: Terry L. Schmidt  
Title: CFO & SVP  
SS#  
EIN#: 95-2146137  
Date: December 8, 2004

ADDRESS FOR NOTICES TO BROKER:

9160 Gramercy Drive  
San Diego, CA 92123  
  
  
Fax: (858) 292-8056

LENDER:

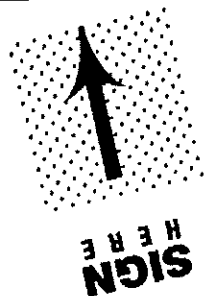
LEHMAN BROTHERS BANK, FSB

By: 

Name: William Oliva  
Title:  
Date:

ADDRESS FOR NOTICES TO LENDER:

Lehman Brothers Bank, FSB  
10350 Park Meadows Drive  
Littleton, CO 80124  
Attention: 2004 Broker Recertification  
Fax: 720-945-4913



## **EXHIBIT “C”**

# LEHMAN BROTHERS BANK FSB

## FORM OF LOAN PURCHASE AGREEMENT

### (BULK PURCHASE/SERVICING RELEASED TRANSACTIONS)

This is a LOAN PURCHASE AGREEMENT (the "Agreement"), dated as of 3/2/06, [Seller No. 8212], by and between Lehman Brothers Bank, FSB ("Lehman Bank") and Liberty Financial Group Inc., having an office at 205 10th Ave NE Ste 270 Bellevue, WA 98004 (the "Seller").

#### WITNESSETH:

WHEREAS, the Seller desires to sell to Lehman Bank, and Lehman Bank desires to purchase, from the Seller from time to time, certain adjustable and/or fixed rate residential mortgage loans (the "Mortgage Loans") which shall be delivered on a servicing released basis on the date (each, a "Purchase Date") set forth in a Purchase Price and Terms Letter to be entered into between Lehman Bank and the Seller with respect to each sale of Mortgage Loans hereunder (each, a "PP&TL");

WHEREAS, each sale of Mortgage Loans to Lehman Bank shall be made upon the terms, conditions, representations and warranties set forth in this Agreement, the related PP&TL and that certain Aurora Loan Services, Inc. Seller Guide, as amended from time to time (the "Seller Guide"), except as otherwise set forth herein;

WHEREAS, each Mortgage Loan is secured by a mortgage, deed of trust or other security instrument creating a valid lien on a residential dwelling located in the jurisdiction indicated in the Delivery Commitment Confirmation for the related Mortgage Loan;

WHEREAS, Lehman Bank and the Seller have agreed that the Mortgage Loans shall be conveyed in the manner set forth in the Seller Guide, as modified by this Agreement; and

WHEREAS, this Agreement shall be deemed to be a "Loan Purchase Agreement" referred to in Section 100 of the Seller Guide;

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lehman Bank and the Seller agree as follows:

**SECTION 1. Agreement to Purchase** The Seller agrees to sell, and Lehman Bank agrees to purchase, from time to time, those Mortgage Loans described in a PP&TL and the related Purchase Advice, together with the servicing rights related thereto, pursuant to the terms and conditions of the Seller Guide and this Agreement.

**SECTION 2. Incorporation of Seller Guide; Conflicts; Seller Agreement** Except as otherwise set forth herein (including any Annex or Addenda hereto), or in any related PP&TL, the terms and provisions of the Seller Guide and all forms therein are hereby incorporated and made a part hereof and are an integral part of this Agreement. In the event of any conflict, inconsistency or discrepancy between any of the provisions of the Seller Guide and any of the express provisions of this Agreement, the express provisions of this Agreement shall control and be binding upon

## LEHMAN BROTHERS BANK FSB

Lehman Bank and the Seller. The Seller hereby (i) acknowledges that it has received and reviewed the Seller Guide and (ii) agrees to be bound by the terms and conditions set forth therein and herein.

This Agreement includes and incorporates each of the following:

Annex 1 Additional Representations, Warranties,  
Covenants and Agreements of the Seller

SECTION 3. Counterparts. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

SECTION 4. Successors and Assigns; Assignment of Loan Purchase Agreement. This Agreement shall bind and inure to the benefit of and be enforceable by the Seller and Lehman Bank and their respective successors and assigns. This Agreement shall not be assigned, pledged or hypothecated by the Seller to a third party without the consent of Lehman Bank.

SECTION 5. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings set forth in Section 8 of the Seller Guide.

SECTION 6. Costs. All costs and expenses incurred in connection with the transfer and delivery of the Mortgage Loans, shall be paid by the party identified in the Seller Guide, as applicable, or if no party is identified, by the Seller.

SECTION 7. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed, by registered or certified mail, return receipt requested, or, if by other means, when received by the other party at (i) the address in the Seller Guide if to Lehman Bank, and (ii) as follows if to the Seller:

Liberty Financial Group Inc  
205 103rd Ave NE Sec 270  
Bellvue, WA 98004  
Attn: Jason Delnoch

or such other address as may hereafter be furnished to the other party by like notice. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

SECTION 8. Governing Law. This Agreement and the Seller Guide shall be construed in accordance with the laws of the State of New York and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of New York, except to the extent preempted by Federal law.

SECTION 9. Waivers. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

## LEHMAN BROTHERS BANK FSB

SECTION 10. Reproduction of Documents. This Agreement and all documents relating hereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) documents received by any party at the closing, and (c) financial statements, certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

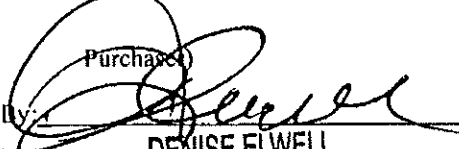
SECTION 11. Further Agreements. The Seller and Lehman Bank each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of the Seller Guide.

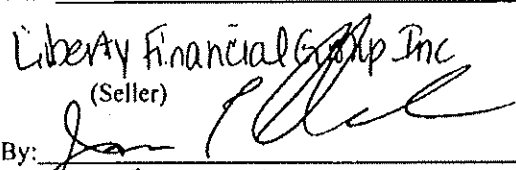
SECTION 12. Confidentiality. The Seller hereby agrees that the terms and conditions of any Purchase Advice, this Agreement, the Seller Guide and all Delivery Commitments shall be kept confidential and their contents shall not be divulged to any party without Lehman Bank's consent except to the extent that it is necessary for the Seller to do so in working with legal counsel, auditors, taxing authorities or other governmental agencies.

SECTION 13. State of Incorporation. The Seller is duly organized validly existing and in good standing under the laws of the state of Washington.

IN WITNESS WHEREOF, the Seller and Lehman Bank have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the date first above written.

LEHMAN BROTHERS BANK, FSB

Purchaser  
By:   
Name: DENISE ELWELL  
Title: VICE PRESIDENT

Liberty Financial Group Inc  
(Seller)  
By:   
Name: Jason Delinich  
Title: President



## LEHMAN BROTHERS BANK FSB

### Annex I

#### ADDITIONAL REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE SELLER

##### A. ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties contained in Section 703 of the Seller Guide, or elsewhere in the Seller Guide or this Purchase Agreement, as to each Mortgage Loan, Seller represents and warrants to Lehman Bank as of the related Purchase Date, and covenants to Lehman Bank that:

1. Information Complete. All data, information and other written or electronic material provided to the Purchaser or its designees with respect to the Mortgage Loan including, without limitation, any data and information submitted for loan pricing purposes) was true, correct and complete and did not omit to state a fact necessary to make such data or information not misleading.
2. Conformance with Underwriting Guidelines. The Mortgage Loan was underwritten in accordance with the Underwriting Guidelines set forth in the Seller's Guide in effect at the time the Mortgage Loan was originated. Seller has, with respect to the Mortgage Loans, complied with all requirements applicable to sellers that have received Delegated Underwriting Authority.
3. Seller's Origination. The Seller's decision to originate any mortgage loan or to deny any mortgage loan application is an independent decision and is in no way made as a result of Purchaser's decision to purchase, or not to purchase, or the price Purchaser may offer to pay for, any such mortgage loan, if originated.
4. Delivery of Mortgage Documents. The Mortgage Note and all other Mortgage Loan documents required to be delivered by the Seller under the Seller Guide have been delivered to Lehman Bank or its designee.
5. Selection Process. The Mortgage Loans were not intentionally selected in a manner so as to affect adversely the interests of Lehman Bank.
6. Loan Characteristics. With respect to the Mortgage Loans to be sold to Lehman Bank on the Purchase Date, the Mortgage Loan characteristics set forth in the PP&TL are true and complete in the aggregate.
7. Predatory Lending Regulations; High Cost Loans. Each Mortgage Loan at the time it was made complied in all material respects with applicable local, state and federal laws including, but not limited to, all applicable predatory and abusive lending laws. None of the Mortgage Loans are classified as "high cost", "threshold," or "predatory" loans as defined by applicable predatory and abusive lending laws (including, without limitation, under the Home Ownership and Equity Protection Act of 1994 or under any other applicable state, federal or local law).
8. Single Premium Credit Life Insurance. None of the proceeds of the Mortgage Loan were used to finance single-premium credit life insurance policies.

## LEHMAN BROTHERS BANK FSB

9. No Commissions to Third Parties. The Seller has not dealt with any broker or agent or anyone else who might be entitled to a fee or commission in connection with this transaction.

### B. ADDITIONAL AGREEMENTS

1. At the option of the Purchaser, the Seller shall repurchase any Mortgage Loan if the first or second monthly payments due the Purchaser are not made within (30) days of each such monthly payments respective due date. Such repurchase will be made at the Repurchase Price in accordance with Section 710 of the Seller Guide.

2. If the Seller fails to provide the Purchaser with a complete electronic data file with respect to each Mortgage Loan containing all loan level data required by the Purchaser, the Purchaser shall have the right (but not obligation) to complete such electronic data file on the Seller's behalf. In such case, any data file completed by the Purchaser on the Seller's behalf shall for all purposes of the Agreement be deemed to have been provided to the Purchaser by the Seller and the Seller shall be liable to the Purchaser for the truth, accuracy and completeness of all such data, even if the Purchaser was negligent in completing such electronic data file.

3. Seller acknowledges that Lehman Bank may not have conducted any pre-Purchase Date review of the Mortgage Loan files to determine whether or not they are eligible for purchase by Lehman Bank under the Seller Guide. Lehman Bank expressly reserves the right (but not the obligation) to perform a purchase review of the Mortgage Loans and the Mortgage Loan files after the Purchase Date and to exercise any rights or remedies that may be available to Lehman Bank thereunder.

4. The "Good File Delivery Credit" referred to in Section 600 of the Seller Guide shall not apply to the transactions contemplated by this Agreement.

**EXHIBIT “D”**

## REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

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## REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

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### 700 CONTINUING ELIGIBILITY REQUIREMENTS

To continue as an approved Seller or Seller/Servicer, each Seller must remain in compliance with all provisions of this Seller's Guide, the Purchase Agreement, and as applicable, the Servicing Agreement, the Custodial Agreement and any other agreement by and between Purchaser and Seller. Additionally, each Seller/Servicer must maintain an acceptable claims experience with all mortgage insurers.

### 701 REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller acknowledges that Mortgage Loans are purchased in reliance upon: (i) the truth and accuracy of Seller's representations and warranties set forth in the Loan Purchase Agreement and this Seller's Guide, each of which representations and warranties relates to a matter material to such purchase; and (ii) Seller's compliance with each of the agreements, requirements, terms, covenants and conditions set forth in the Loan Purchase Agreement and this Seller's Guide. Seller makes the representations, warranties, and covenants set forth in this Section as of the date of the Loan Purchase Agreement and remakes them as of each Purchase Date, unless the representation or warranty provides otherwise. Making such representations, warranties and covenants does not release Seller from its obligations under any representations, warranties or covenants contained in other sections of this Seller's Guide, including the exhibits hereto, or in the Loan Purchase Agreement. It is expressly understood and agreed that Purchaser's rights in connection with Seller's representations, warranties and covenants survive the Purchase Date of any particular Mortgage Loan and any termination of the Loan Purchase Agreement, and are not affected by any investigation or review made by, or on behalf of, Purchaser, except to the extent expressly waived in writing by Purchaser.

In addition to Purchaser's right to assign its rights and duties under the Loan Purchase Agreement and the Seller's Guide, Seller agrees that Purchaser separately may assign to any other party any or all representations, warranties or covenants made by Seller to Purchaser in the Seller's Guide and Loan Purchase Agreement, along with any or all of the remedies available against Seller for Seller's breach of any representation, warranty or covenant, including, without limitation, the repurchase and indemnification remedies. Any such party shall be an intended third party beneficiary of these representations, warranties, covenants and remedies.

### 702 CONCERNING SELLER AND GUARANTOR

In addition to the representations, warranties and covenants set forth elsewhere in this Seller's Guide, Seller represents and warrants as of the respective dates of the Loan Purchase Agreement and as of each Purchase Date, and covenants that:

1. **Due Organization; Good Standing; Licensing.** Seller and to Seller's knowledge, Seller's Guarantor, if applicable, is and shall continue to be duly organized, validly existing, and in good standing under the laws of the United States or under the laws of the jurisdiction in which it was incorporated or organized, as applicable, and has and shall continue to maintain licenses, registrations and certifications necessary to carry on its business as now being conducted, and is and will continue to be licensed, qualified and in good standing in each state where a Mortgaged Property is located if the laws of such state require licensing or qualification in order to conduct business of the type conducted by Seller, and, in any event, Seller is and will remain

## REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

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in compliance with the laws of any such state, and is and will remain in good standing with federal authorities to the extent necessary to ensure the enforceability of the related Mortgage Loan. Seller has disclosed the final written reports, actions and/or sanctions of any and all reviews, investigations, examinations, audits, actions and/or sanctions that have been undertaken and/or imposed within two (2) years prior to the date of the Loan Purchase Agreement by any federal or state agency or instrumentality with respect to either the lending-related financial operations of Seller, or the ability of Seller to perform in accordance with the terms hereof. Except as may have been disclosed to and approved by Purchaser in writing, Seller is not operating under any type of agreement or order (including, without limitation, a supervisory agreement, memorandum of understanding, cease and desist order, capital directive, supervisory directive and consent decree) with or by the Office of Thrift Supervision, Federal Deposit Insurance Corporation Federal Reserve Board, Office of the Comptroller of the Currency, or any state banking department or other government banking agency, and Seller is in compliance with any and all capital, leverage or other financial standards imposed by any applicable regulatory authority. Each of the representations and warranties made by Seller is true, accurate and complete, and is deemed to be remade in its entirety as of the date of the Loan Purchase Agreement executed by Seller and as of each Purchase Date.

2. **Authority.** Seller has and will maintain the full corporate, limited liability company or partnership (as the case may be) power and authority to execute and deliver the Loan Purchase Agreement and to perform in accordance with each of the terms thereof and the terms of this Seller's Guide; the execution, delivery and performance of the Loan Purchase Agreement and the performance of the terms of this Seller's Guide (including, without limitation, all instruments of transfer to be delivered under the terms of the Loan Purchase Agreement) by Seller, and the consummation of the transactions contemplated thereby and hereby, have been duly and validly authorized; the Loan Purchase Agreement and the Seller's Guide evidence the legal valid, binding and enforceable obligations of Seller; except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally, and by general equity principles, and all requisite corporate, limited liability company or partnership (as the case may be) action has been taken by Seller to make the Loan Purchase Agreement and the terms of this Seller's Guide valid and binding upon Seller, and enforceable in accordance with their respective terms.
3. **Ordinary Course of Business.** The consummation of the transactions contemplated by the Loan Purchase Agreement and the terms of this Seller's Guide are in the ordinary course of business of Seller, and the transfer, assignment and conveyance of the Mortgage Loans by Seller pursuant to the Loan Purchase Agreement and the terms of this Seller's Guide are not subject to the bulk transfer laws or any similar statutory provision in effect in any applicable jurisdiction.
4. **No Conflicts.** Neither the execution and delivery of the Loan Purchase Agreement, the acquisition and/or making of the Mortgage Loans by Seller, the sale of the Mortgage Loans to Purchaser or the transactions contemplated thereby or pursuant to this Seller's Guide, nor the fulfillment of or compliance with the terms and conditions of the Loan Purchase Agreement, will conflict with or result in a breach of

## REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

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any of the terms, conditions or provisions of Seller's articles of incorporation, charter, by-laws, partnership agreement, operating agreement or other organizational document (as the case may be), or of any legal restriction or regulatory directive or any agreement or instrument to which Seller is now a party or by which it is bound, or constitute a default or result in any acceleration under any of the foregoing, or result in the violation of any law, rule, regulation, order, judgment, or decree to which Seller or any of its property is subject, or impair the ability of Purchaser to realize on any of the Mortgage Loans, or impair the value of any of the Mortgage Loans.

5. **Ability to Perform.** Seller has the ability to perform each and every obligation of, and/or satisfy each and every requirement imposed on Seller pursuant to the Loan Purchase Agreement and this Seller's Guide, and no offset, counterclaim or defense exists to the full performance by Seller of the requirements of the Loan Purchase Agreement and this Seller's Guide.
6. **No Litigation Pending.** There is no action, suit, proceeding, inquiry, review, audit or investigation pending or, to Seller's knowledge, threatened by or against Seller that, either in any one instance or in the aggregate, may result in any material adverse change in the business, operations, financial condition, properties or assets of Seller, or in any material liability on the part of Seller, or which would draw into question the validity or enforceability of any of the Loan Purchase Agreement, this Seller's Guide, or the Mortgage Loans or of any action taken or to be taken in connection with the obligations of Seller contemplated in the Loan Purchase Agreement or this Seller's Guide, or which would be likely to impair materially the ability of Seller to perform under the terms of the Loan Purchase Agreement or this Seller's Guide.
7. **No Consent Required.** No consent, approval, authority or order of any court or governmental agency or body is required for the execution and performance by Seller of, or compliance by Seller with, the Loan Purchase Agreement or this Seller's Guide, the sale of any of the Mortgage Loans, or the consummation of any of the transactions contemplated by the Loan Purchase Agreement, or, if required, such unconditional approval has been obtained prior to the related Purchase Date.
8. **No Untrue Information.** Neither the Seller Application Package, the Loan Purchase Agreement, nor any statement, report or other document furnished or to be furnished by Seller or Seller's correspondent pursuant to the Loan Purchase Agreement or this Seller's Guide, contains any untrue statement of material fact or omits to state a material fact necessary to make the statements contained therein not misleading. Seller meets the Eligibility Standards and shall take all steps necessary to continue to meet such Eligibility Standards.
9. **Securities Law.** Purchaser has made no representation whatsoever to Seller concerning the applicability or inapplicability of the Security Act of 1933, as amended (the "1933 Act") or of any state securities laws (each, a "State Act") to the transactions that are the subject of this Seller's Guide. Seller hereby represents and warrants:
  - a. The offer, issuance, sale and delivery of the Mortgage Loans under the circumstances contemplated hereunder constitute exempted transactions

## REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

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under the registration provisions of the 1933 Act, and the registration of the Mortgage Loans under the 1933 Act is not required in connection with any such offer, issuance, sale or delivery of the Mortgage Loans; and

- b. The offer, issuance, sale and delivery of the Mortgage Loans under the circumstances contemplated hereunder constitute exempted transactions under applicable state acts, and neither the registration or qualification of the Mortgage Loans under such state acts nor the authorization, approval, or consent of any governmental authority or agency is required or necessary in connection with any such offer, issuance, sale or delivery of the Mortgage Loans.

- 10. **No Accrued Liabilities.** Except as may be otherwise disclosed by Seller and acknowledged by Purchaser in writing prior to the date of the Loan Purchase Agreement, there are no accrued liabilities of Seller with respect to any of the Mortgage Loans, or circumstances under which any such accrued liabilities will arise against Purchaser, as successor to Seller's interests in and to the Mortgage Loans, with respect to any action or failure to act by Seller occurring on or prior to the Purchase Date.
- 11. **Origination, Servicing.** The origination and servicing of the Mortgage Loans by Seller have been legal, proper, prudent and customary and have conformed to customary standards of the residential mortgage origination and servicing business.
- 12. **Compliance with Laws.** Seller has complied with, and has not violated any law, ordinance, requirement, regulation, rule or order applicable to its business or properties, the violation of which might adversely affect the operations or financial conditions of Seller or the ability of Seller to consummate the transactions contemplated by the Loan Purchase Agreement and this Seller's Guide.
- 13. **Compliance with Loan Purchase Agreement and Seller's Guide.** Seller will comply with all provisions of this Seller's Guide and the Loan Purchase Agreement, and will promptly notify Purchaser of any occurrence, act or omission regarding Seller, the Mortgage Loan, the Mortgaged Property or the Mortgagor of which Seller has knowledge, which occurrence, act or omission may materially affect Seller, the Mortgage Loan, the Mortgaged Property or the Mortgagor.
- 14. **Standards and Procedures.** The origination practices utilized by Seller with respect to the Mortgage Loans have been legal, proper, prudent and customary for mortgage loans of a type and credit quality similar to the Mortgage Loans and Seller maintains (i) a staff that is experienced and trained in the proper origination of mortgage loans of a type and credit quality similar to the Mortgage Loans, and (ii) operating procedures, including refined risk assessment strategies beyond simple credit risk analysis, that are prudent and customary in the origination of mortgage loans of a type and credit quality similar to the Mortgage Loans.
- 15. **No Brokers or Finders.** Seller has not in connection with any Mortgage Loan incurred any obligation, made any commitment or taken any action that might result in a claim against Purchaser or an obligation by Purchaser to pay a sales brokerage commission, finder's fee or similar fee in respect to the transactions between



## REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

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Purchaser and Seller as described in this Seller's Guide or the Loan Purchase Agreement.

16. **No Insolvency, etc.** Seller has not transferred any Mortgage Loan to Purchaser with any intent to hinder, delay or defraud any of Seller's creditors. Seller is not insolvent and the sale of the Mortgage Loans will not cause Seller to become insolvent. The consideration received by Seller upon the sale of the Mortgage Loans under this Seller's Guide and the Loan Purchase Agreement constitutes fair consideration and reasonably equivalent value for the Mortgage Loans.

### 703 CONCERNING INDIVIDUAL MORTGAGE LOANS

In addition to the representations, warranties and covenants set forth elsewhere in this Seller's Guide or the Loan Purchase Agreement, as to each Mortgage Loan, Seller represents and warrants as of the related Purchase Date, and covenants that:

1. **Mortgage Loans as Described.** No document, report or material furnished to Purchaser in any Mortgage Loan File or related to any Mortgage Loan (including, without limitation, the Mortgagor's application for the Mortgage Loan executed by the Mortgagor), was falsified or contains any untrue statement of fact or omits to state a fact necessary to make the statements contained therein not misleading.
2. **Payments Current.** All payments required to be made through the related Purchase Date for the Mortgage Loan under the terms of the Note have been made and credited. No payment required under the Mortgage Loan is delinquent and no payment under the Mortgage Loan has been delinquent at any time since the origination of the Mortgage Loan. For the purpose of this paragraph, a payment under a Mortgage Loan will be deemed delinquent if that payment due was not paid by the Mortgagor prior to the date that the next payment was due under the Mortgage Loan. The Mortgage Loan has not at any time been modified, renewed or extended for the purpose of concealing the delinquency of the Mortgagor.
3. **No Outstanding Charges.** There has been no default under the terms of the Mortgage, and any and all taxes, including, without limitation, any and all transfer taxes due and payable to any state or municipality relating to the transfer of the ownership and occupancy interest in the Mortgaged Property, and all governmental assessments, insurance premiums, water, sewer and municipal charges, leasehold payments and/or ground rents that previously became due and owing have been paid, or an escrow of funds has been established in an amount sufficient to pay for every such item that remains unpaid and that has been assessed but is not yet due and payable.
4. **No Advances.** Except as has been clearly and conspicuously disclosed in writing to and approved by Purchaser prior to the Purchase Date: (i) Seller has not advanced funds, or induced, solicited or knowingly received any advance of funds by a party other than the Mortgagor, directly or indirectly, for the payment of any amount required under the Mortgage Loan, except for interest accruing from the date of the Note or date of disbursement of the Mortgage Loan proceeds, whichever is greater, to the day that precedes by one (1) month the due date of the first installment of principal and interest; and (ii) the Mortgagor has, in compliance with the Underwriting

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Guidelines, made any down payment required in connection with the Mortgage Loan, and has received no concession from Seller, any correspondent, the seller of the Mortgaged Property, or any other third party.

5. **Original Terms Unmodified.** The original terms of the Note and the Mortgage have not been impaired, waived, altered, or modified in any respect, except by a written instrument that Purchaser has approved and has been recorded, if necessary, to protect the interest of Purchaser and which has been delivered to Purchaser with the Mortgage Loan documents; the substance of any such waiver, alteration or modification has been approved by the issuer of any related PMI Policy and the title insurer, to the extent required by the respective policies. No Mortgagor has been released, in whole or in part.
6. **No Defense.** The Mortgage Loan is not subject to any unexpired right of rescission, set-off, counterclaim or defense, including, without limitation, the defense of usury. The operation of any of the terms of the Note or the Mortgage, or the exercise of any right thereunder will not render either the Note or the Mortgage unenforceable, in whole or in part, or subject to any right of rescission, cancellation, set-off, counterclaim, or defense, including without limitation, the defense of usury, and no such right of rescission, cancellation, set-off, counterclaim or defense has been asserted with respect thereto. No Mortgagor was a debtor in any state or federal bankruptcy or insolvency proceeding at the time the Mortgage Loan was originated.
7. **Hazard and Flood Insurance.** Pursuant to the terms of the Mortgage, all buildings and improvements upon the Mortgaged Property are insured by an insurer acceptable to Purchaser against loss by fire, hazards of extended coverage and such other hazards as are customarily insured against in the area where each Mortgaged Property is located in an amount which is at least equal to the lesser of: (a) the outstanding principal balance of the applicable Mortgage Loan or if identified as a second lien mortgage, the total of the outstanding principal balance of the Mortgage Loan and any first lien loan affecting the Mortgaged Property; (b) the full replacement value of the Mortgaged Property, or (c) in the case of flood insurance, the maximum amount of insurance which is available under the Flood Disaster Protection Act of 1973. If the Mortgaged Property is in an area identified in the Federal Register by the Federal Emergency Management Agency as having special flood hazards and in which flood insurance has been made available, a flood insurance policy meeting the requirements of the current guidelines of the Flood Insurance Administration is in effect with an insurance carrier acceptable to Purchaser. All individual insurance policies contain a standard mortgagee clause naming the Seller and its successors and assigns as mortgagee, and all premiums thereon have been paid. The Mortgage obligates the Mortgagor thereunder to maintain the individual insurance policies at the Mortgagor's cost and expense, and upon the Mortgagor's failure to do so, authorizes the holder of the Mortgage to obtain and maintain such insurance at the Mortgagor's cost and expense, and to seek reimbursement therefor from the Mortgagor. The amount of insurance is sufficient to prevent the application of any co-insurance contribution on any loss. The hazard insurance policy is the valid and binding obligation of the insurer, is in full force and effect, and will be in full force and effect and inure to the benefit of Purchaser upon the consummation of the transactions contemplated by the Loan Purchase Agreement. Seller has not

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engaged in, and has no knowledge of the Mortgagor having engaged in, any act or omission that would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including without limitation, no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other person or entity, and no such unlawful items have been received, retained or realized by the Seller. Where required by state law or regulation, the Mortgagor has been given an opportunity to choose the carrier of the required hazard insurance, provided the policy is not a "master" or "blanket" hazard insurance policy covering the common facilities of a planned unit development. Guaranteed initial flood zone determination documentation is included in each Mortgage Loan file delivered to Purchaser for Purchase.

8. **Origination, Underwriting and Servicing Compliance.** Seller, and, to the extent the Mortgage Loan was originated by, closed in the name of, or serviced by a correspondent, such correspondent, has duly and faithfully complied with and will continue to comply with: (i) all applicable laws, rules, regulations, decrees, pronouncements, directives, orders and contractual requirements with respect to the origination, closing, underwriting, processing and servicing of each Mortgage Loan; and (ii) any and all other applicable federal, state, county, municipal, or other local laws, including, without limitation, those laws relating to truth-in-lending, real estate settlement procedures, consumer credit protection, usury limitations, fair housing, equal credit opportunity, collection practices, money laundering and real estate appraisals.
9. **No Satisfaction of Mortgage.** The Mortgage has not been satisfied, canceled, subordinated, or rescinded in whole or in part, and the Mortgaged Property has not been released, in whole or in part, from the lien of the Mortgage, and no instrument has been executed that would affect any such release, cancellation, subordination or rescission. The Seller has not waived the performance by the Mortgagor of any action, if the Mortgagor's failure to perform such action would cause the Mortgage Loan to be in default, nor has the Seller waived any default resulting from any action or inaction by the Mortgagor.
10. **Location and Type of Mortgaged Property.** The Mortgaged Property is a fee simple or acceptable leasehold property located in the state identified in the Mortgage Loan File and unless otherwise provided for in the Loan Purchase Agreement, consists of a single parcel of real property with a single family residence erected thereon or a two-to-four family dwelling or an individual unit in a planned unit development or Condominium Project, provided, however, that any condominium or planned unit development shall conform with applicable requirements outlined in this Seller's Guide; no Mortgaged Property is a mobile home or a boat. No portion of the Mortgaged Property is used for commercial purposes in such a manner that the Mortgaged Property would be considered commercial rather than residential property by knowledgeable and sophisticated investors active in the residential secondary mortgage market.
11. **Valid Lien.** The Mortgage is a valid, existing, and enforceable lien on the Mortgaged Property, and on all buildings on the Mortgaged Property, and on all installations and

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mechanical, electrical, plumbing, heating, and air conditioning systems located in or affixed to such buildings, and on all additions, alterations, and replacements made at any time with respect to the foregoing in the lien position identified by Seller and in accordance with the appropriate Program Profile. The lien of the Mortgage is subject only to:

- a. The lien of current real property taxes and assessments not yet due and payable;
- b. Covenants, conditions, restrictions, rights of way, easements and other matters of the public record as of the date of recording acceptable to mortgage lending institutions generally and specifically referred to in the Title Report delivered to the originator of the Mortgage Loan, none of which (i) were not referred to or otherwise considered in the appraisal made for the originator of the Mortgage Loan; or (ii) adversely affects the appraised value of the Mortgaged Property set forth in such appraisal;
- c. Other matters to which like properties are commonly subject, which other matters do not materially interfere with the benefits of the security intended to be provided by the Mortgage, or the use, enjoyment, value, or marketability of the related Mortgaged Property; and
- d. If the Mortgage is identified to Purchaser by the Seller as a second lien mortgage, the lien of the first mortgage.

Any security agreement, chattel mortgage or equivalent document related to and delivered in connection with the Mortgage Loan establishes and creates a valid, subsisting and enforceable lien and security interest on the property described therein in the lien position identified by Seller and in accordance with the appropriate Program Profile and Seller has full right to sell and assign the same to the Purchaser. The Mortgaged Property was not, as of the date of origination of the Mortgage Loan, subject to a mortgage, deed of trust, deed to secured debt or other security interest creating a lien subordinate to the lien of the Mortgage other than any such subordinate lien disclosed in the Underwriting Package and considered in the underwriting review of the Mortgage Loan.

12. **Validity of Mortgage Documents.** The Note and the Mortgage are genuine, and each is a legal, valid, and binding obligation of the maker thereof, enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally, and by general equity principles. All parties to the Note and the Mortgage had legal capacity to enter into the Mortgage Loan and to execute and deliver the Note and the Mortgage and any other related agreement, and the Note and the Mortgage have been duly and properly executed by such parties. The documents, instruments and agreements submitted for loan underwriting were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading. No fraud was committed in connection with the origination of the Mortgage Loan. The Seller has reviewed all of the documents constituting the Mortgage Loan File and has made such inquiries as it deems necessary to make and confirm the accuracy of the representations set forth herein.

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13. **Full Disbursement of Proceeds.** The Mortgage Loan has been closed and, except for home equity lines of credit, the proceeds of the Mortgage Loan have been fully disbursed and there is no requirement for the future advances thereunder, and any and all requirements as to completion of any on-site or off-site improvements and as to disbursements of any escrow funds thereof have been complied with, unless otherwise provided for in the Seller's Guide. All costs, fees and expenses incurred in making or Closing the Mortgage Loan and the recording of the Mortgage were paid, and the Mortgagor is not entitled to any refund of any amounts paid or due under the Note or Mortgage.
14. **Ownership of Mortgage Loans.** Immediately prior to the transfer of the Mortgage Loan to Purchaser, Seller is the sole owner of record and is the holder of the Mortgage Loan. Except for the security interest of a warehouse lender, which security interest has been disclosed in writing to Purchaser, the Mortgage Loan is not assigned or pledged, and Seller has good and marketable title thereto, and has full right to transfer and sell the Mortgage Loan free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim, security interest, right, option, assignment or servicing agreement, whatsoever (except pursuant to the Loan Purchase Agreement and this Seller's Guide), and Seller has full right and authority (subject to no interest or participation of, or agreement with, any other party) to sell and assign each Mortgage Loan pursuant to the Loan Purchase Agreement and this Seller's Guide.
15. **Doing Business.** All parties that have had any interest in the Mortgage Loan, whether as mortgagee, assignee, pledgee, or otherwise, are (or during the period in which they held and disposed of such interest, were) (i) in compliance with any and all applicable requirements concerning licensing and qualifications to do business under the laws of the state wherein the Mortgaged Property is located, and (ii) organized under the laws of such state, or (iii) qualified to do business in such state, or (iv) federal savings and loan associations or national banks having principal offices in such state, or (v) not doing business in such state.
16. **LTV/CLTV/HCLTV; PMI Policy.** The LTV/CLTV/HCLTV of each Mortgage Loan does not exceed the maximum LTV/CLTV/HCLTV permitted by the Underwriting Guidelines. All provisions of each PMI Policy have been and are being complied with, and such policy is written with a private mortgage insurance company acceptable to Purchaser, is the binding obligation of such insurer, is in full force and effect, and all premiums due thereunder have been paid. Seller, and if applicable, Seller's correspondent, has not engaged in any act or omission, and Seller has no knowledge of an act or omission by or on behalf of the Mortgagor of any other person, which act or omission would impair the coverage or validity of any such policy. The Mortgage Loan subject to a PMI Policy obligates the Mortgagor thereunder to maintain such PMI Policy and to pay all premiums and charges in connection therewith. The Mortgage interest rate for the Mortgage Loan is net of any such insurance premiums.
17. **Title Insurance.** Unless otherwise indicated in this Seller's Guide, the Mortgage Loan is covered by either (i) an attorney's opinion of title and abstract of title, or (ii) an ALTA lender's title insurance policy or other generally acceptable form of policy of

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insurance acceptable to FNMA or FHLMC or (iii) Lien Search if Cooperative Loan, issued by a title insurer acceptable to FNMA or FHLMC and qualified to do business in the jurisdiction where the Mortgaged Property is located, insuring the Seller, its successors and assigns, as to the appropriate priority lien of the Mortgage in the original principal amount of the Mortgage Loan (or to the extent that a Mortgage Note provides for negative amortization, the maximum amount of negative amortization in accordance with the Mortgage), and against any loss by reason of the invalidity or unenforceability of the lien resulting from the provisions of the Mortgage providing for adjustment in the Mortgage interest rate and monthly payment, subject only to the exceptions contained in clauses (a), (b), (c) and (d) of paragraph (11) of this *Section 703*. Where required by state law or regulations, the Mortgagor has been given the opportunity to choose the carrier of the required title insurance. Additionally, such Title Policy affirmatively insures ingress and egress, and against encroachments by or upon the Mortgaged Property or any interests therein. Seller (or Seller's correspondent, as the case may be) is the sole insured of the Title Policy, and such Title Policy is in full force and effect and will be in full force and effect upon the consummation of the transactions contemplated herein and in the Loan Purchase Agreement. No claims have been made under such Title Policy, the accuracy of any attorney's opinion of title has not been disputed, and no prior holder of the Mortgage, including Seller, has done, by act or omission, anything that would impair the coverage of such Title Policy or the accuracy of such attorney's opinion of title including without limitation, no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other person and no such unlawful item has been received, retained or realized by the Seller. The attorney's opinion of title, if applicable, is in a form and substance acceptable to mortgage lending institutions making mortgage loans in reliance upon an attorney's opinion of title in the state in which the Mortgaged Property is located.-

For any Mortgage Loan not requiring Title Insurance in accordance with this Seller's Guide, the Seller has obtained, examined and considered the matters disclosed in a title report for the Mortgaged Property meeting the requirements of the Seller's Guide (the "Title Report"). The Title Report was prepared and issued by a title insurer acceptable to FNMA, FHLMC or Purchaser and qualified to do business in the jurisdiction where the Mortgaged Property is located. The Seller does not have actual knowledge of any material inaccuracy in the Title Report or of any lien, claim or encumbrance affecting the Mortgaged Property that is not disclosed by the Title Report (other than the lien of the Mortgage). The Seller's examination of the Title Report indicates that the Mortgage is a valid and perfected lien on the Mortgaged Property, is in the position identified by Seller and in accordance with the appropriate Program Profile, and is in the original principal amount of the Mortgage Loan (or to the extent that a Mortgage Note provides for negative amortization, the maximum amount of negative amortization in accordance with the Mortgage), subject only to the exceptions contained in clauses (a), (b), (c) and (d) of paragraph (11) of this *Section 703*.

18. **No Defaults.** There is no default, breach, violation or event of acceleration existing under the Mortgage or the Note and, no event has occurred or condition exists that, with the passage of time or with notice and the expiration of any grace or cure period,

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would constitute a default, breach, violation or event of acceleration and neither Seller nor its predecessors has waived any default, breach, violation or event of acceleration.

19. **No Mechanic's Lien.** There is no mechanic's or similar lien or claim that has been filed for work, labor or material (and no rights are outstanding that are under applicable law could give rise to such a lien or claim), affecting the related Mortgaged Property, which is or may be a lien prior to, or equal with, the lien of the related Mortgage.
20. **Location of Improvements; No Encroachments.** All improvements which are considered in determining the appraised value of the Mortgaged Property at origination lie wholly within the boundaries and building restriction lines of the Mortgaged Property and no improvements on adjoining properties encroach upon the Mortgaged Property (except such encroachments as have been affirmatively insured over by the title insurer). No improvement located on or being part of the Mortgaged Property is in violation of any applicable zoning law or regulations.
21. **Origination; Payment Terms.** The Mortgage Loan has been originated and processed by Seller or Seller's correspondent in accordance with, and conforms with, the terms of this Seller's Guide and the Loan Purchase Agreement, and the Mortgage Loan has been underwritten in accordance with Underwriting Guidelines in effect as of the date of the Delivery Commitment applicable to the Mortgage Loan. The Mortgage Loan complies with all the requirements of the related Program Profile applicable to such Mortgage Loan. The related Note is payable on the first day of each month in self-amortizing equal monthly installments of principal and interest, with interest calculated and payable in arrears, providing for full amortization or a balloon payment by maturity, over an original term of not more than thirty (30) years with the exception of interest-only Mortgage Loans outlined in the applicable product descriptions for which each interest-only Mortgage Loan is subject to an initial period of interest-only payments. There is no negative amortization. Further, for each Adjustable-Rate Mortgage Loan, effective with the first payment due after each related Interest Rate Change Date, the monthly payment for each Adjustable-Rate Mortgage Loan will be adjusted to an amount that will amortize fully the unpaid principal balance of the Mortgage Loan over its remaining term and pay interest at the interest rate so adjusted, with the exception of interest-only Adjustable-Rate Mortgage Loans outlined in the applicable product descriptions for which each interest-only Mortgage Loan is subject to an initial period of interest-only payments.
22. **Customary Provisions.** The Mortgage contains customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the realization against the Mortgaged Property of the benefits of the security provided thereby, including (i) in the case of Mortgage designated as a deed of trust, by trustee's sale; and (ii) otherwise, by non-judicial foreclosure, if applicable, and if not, by judicial foreclosure. To the extent permissible under applicable law, any homestead or other exemption available to a Mortgagor, which exemption would interfere with the right to sell the Mortgaged Property at a trustee's sale or with the right to foreclose the Mortgage, has been waived by the Mortgagor or any other necessary party. Upon default by Mortgagor on a Mortgage Loan and foreclosure

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on, or trustee's sale of the Mortgaged Property pursuant to the proper procedures, the holder of the Mortgage Loan will be able to deliver good and merchantable title to the Mortgaged Property.

23. **Documents.** The Mortgage Loan has been originated using the forms and loan documents expressly permitted or approved by Purchaser.
24. **Occupancy Certifications.** The Mortgaged Property is lawfully occupied under applicable law, unless properly disclosed to Purchaser. All inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Mortgaged Property, or with respect to the use and occupancy of the same (including, without limitation, certificates of occupancy and fire underwriting certificates), have been made or obtained by Seller or Seller's correspondent from the appropriate authorities. The Mortgagor represented at the time of origination of the Mortgage Loan that the Mortgagor would occupy the Mortgaged Property as the Mortgagor's primary residence, if applicable.
25. **No Additional Collateral.** The Note is not and has not been secured by any collateral except the lien of the corresponding Mortgage and the security interest of any applicable security agreement or chattel mortgage, the existence of which has previously been disclosed to, and approved by, Purchaser in writing.
26. **Deeds of Trust.** In the event the Mortgage constitutes a deed of trust, a trustee, duly qualified under applicable law to serve as such, has been properly designated and currently so serves and is named in the Mortgage, and no fees or expenses are or will become payable by Purchaser to the trustee under the deed of trust, except in connection with a trustee's sale after default by the Mortgagor.
27. **Acceptable Investment.** Seller represents that there is no circumstance or condition with respect to the Mortgage, the Mortgaged Property, the Mortgagor, or the Mortgagor's credit standing, that can reasonably be expected to cause private institutional investors to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent, or adversely affect the value or marketability of the Mortgage Loan.
28. **Condominium Units.** As to each condominium unit located in a Condominium Project:
- The Condominium Project has been created and is existing in full compliance with the requirements of the condominium enabling statute of the jurisdiction in which the Condominium Project is located, and with other applicable laws;
  - The condominium constituent documents contain customary and enforceable provision protecting the right of the mortgagee of each unit, as specified in the Seller's Guide;
  - Not more than six months of regular common expense assessments for the Condominium Unit (and no other condominium assessments) will have priority over the lien of the Mortgage; all taxes, assessments and charges that may become liens prior to the Mortgage under local law relate only to the individual Condominium Unit and not to the Condominium Project as a whole; the



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Condominium Unit is not located in a jurisdiction that allows for more than six months of regular common expense assessments to have priority over the Mortgage;

- d. Any mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the Mortgage or by foreclosure of the Mortgage will not be liable for any fees or charges related to the collection of unpaid assessments that accrued prior to the acquisition of title to the Condominium Unit by the mortgagee;
- e. The requisite percentage of the units in the Condominium Project specified in the Underwriting Guidelines have been sold and conveyed to bona fide purchasers who have Closed or who are legally obligated to Close; multiple purchases of Condominium Units by one owner were counted as one sale when counting the number of sales within a Condominium Project to determine if this sale requirement has been met; and
- f. Condominium dues or charges include an adequate reserve fund for maintenance, repairs or replacement of those common elements that must be replaced on a periodic basis, and are payable in regular installments rather than by special assessments.

29. **Transfer of Mortgage Loans.** The Assignment of Mortgage from Seller to Purchaser (or Purchaser's designee) is in recordable form and is acceptable for recording or filing under the laws of the jurisdiction in which the Mortgaged Property is located.

30. **Due-on-Sale.** Unless otherwise provided for in the Seller's Guide, the Mortgage Loan contains an enforceable provision for the acceleration of the payment of the unpaid principal balance of the Mortgage Loan in the event that the Mortgaged Property is sold or transferred without the prior written consent of the Mortgagee thereunder.

31. **No Graduated Payments or Contingent Interest.** Unless otherwise provided for in the Seller's Guide, the Mortgage Loan is not a graduated payment mortgage loan; and the Mortgage Loan does not have a shared appreciation or other feature providing for contingent interest or contingent principal.

32. **Mortgaged Property Undamaged; No Condemnation.** The Mortgaged Property is undamaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado, or other casualty so as to affect adversely the value of the Mortgaged Property as security for the Mortgage Loan or the use for which the premises were intended. The Mortgaged Property is in good repair. There are no condemnation proceedings by any federal, state or local authority pending or, to Seller's knowledge, threatened against the Mortgaged Property.

33. **Servicing Practices; Escrow Deposits.** The origination and collection practices used with respect to the Mortgage Loan have been in accordance with Accepted Servicing Practices, and have been in all respects legal and proper. Unless otherwise prohibited by applicable law or as otherwise set forth within this Seller's Guide, the mortgage documents permit the establishment and maintenance of an escrow account, an escrow account has been established in an amount sufficient to

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pay for all taxes, governmental assessments, insurance premiums, leasehold payments, ground rents and other similar items as the same become due and payable, and all Escrow Payments have been collected in full compliance with state and federal law. With respect to escrow deposits and Escrow Payments, all such payments are in the possession of Seller and there exists no deficiency in connection therewith for which customary arrangements for repayment thereof have not been made. No escrow deposits or Escrow Payments or other charges or payments due Seller have been capitalized under the Mortgage or the Mortgage Note. All Mortgage Loans delivered for purchase shall contain the HUD required Initial Escrow Account Disclosure Statement. Any interest required to be paid pursuant to state and local law has been properly paid and credited. All interest rate adjustments have been made in compliance with state and federal law.

34. **No Other Hazards.** No hazardous or toxic materials or wastes, or products regulated by any law or ordinance, or asbestos or asbestos products or materials, or polychlorinated biphenyls or urea formaldehyde insulation material (collectively, "hazardous material"), is present on, in, at or under any Mortgaged Property such that: (a) the value of such Mortgaged Property is materially and adversely affected, or (b) under applicable federal, state or local law: (i) such hazardous material would be required to be eliminated before such property could be altered, renovated, demolished or transferred or, (ii) the presence of such hazardous material would subject the owner of such property, or the holder of a security interest therein, to liability for the cost of eliminating such hazardous material or the hazard created thereby. There is no pending action or proceeding directly involving any Mortgaged Property of which the Seller is aware in which compliance with any environmental law, rule or regulation is an issue; and to the best of the Seller's knowledge, nothing further remains to be done to satisfy in full all requirements of each such law, rule or regulation containing a prerequisite to the use and enjoyment of said property.
35. **Supervision of Originator of Mortgage Loan.** The Mortgage Loan was originated by a savings and loan association, savings bank, commercial bank, credit union, insurance company or similar institution which is supervised and examined by a Federal or State authority, or by a Mortgagee approved by the Secretary of Housing and Urban Development pursuant to Sections 203 and 211 of the National Housing Act.
36. **Real Estate Valuations.** Notwithstanding anything contained elsewhere in this Seller's Guide or the Loan Purchase Agreement, Seller hereby represents and warrants that all appraisals and other forms of real estate valuation conducted in connection with each Mortgage Loan comply with applicable federal and state law, including without limitation, the Financial Institutions Reform, Recovery and Enforcement Act of 1989 as applicable, and the requirements of Fannie Mae or Freddie Mac and the Seller's Guide and were conducted and delivered prior to approval of the Mortgage Loan application by either (i) in the case of an appraisal, by a qualified appraiser, duly appointed by the Seller, or (ii) a valuation method meeting the requirements of the Seller's Guide. The fair market value of the Mortgaged Property as indicated by the property appraisal or valuation is materially accurate. Any appraiser, inspector or other real estate professional engaged in the valuation of the Mortgaged Property has no interest, direct or indirect, in the Mortgaged Property

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or in any loan made on the security thereof. The compensation of any appraiser, inspector or other real estate professional engaged in the valuation of the Mortgaged Property was not affected by the approval or disapproval of the Mortgage Loan.

37. **Bankruptcy or Insolvency.** To the best of Seller's knowledge (or Seller's correspondent's knowledge, if applicable) Mortgagor is not a debtor in any state or federal bankruptcy proceeding.
38. **Delivery of Mortgage Documents.** The Mortgage Note, the Mortgage, the Assignment of Mortgage and any other documents required to be delivered for the Mortgage Loan by the Seller under this Seller's Guide have been or shall be delivered to Purchaser in accordance with the terms set forth in this Seller's Guide. The Seller is in possession of a complete, true and accurate Mortgage Loan file, except for such documents the originals of which have been delivered to Purchaser.
39. **Consolidation of Future Advances.** Any future advances made prior to the Purchase Date have been consolidated with the outstanding principal amount secured by the Mortgage, and the secured principal amount, as consolidated, bears a single interest rate and single repayment term. The lien of the Mortgage securing the consolidated principal amount is expressly insured as having the appropriate lien priority by a title insurance policy, an endorsement to the policy insuring the mortgagee's consolidated interest or by other title evidence acceptable to FNMA and FHLMC. The consolidated principal amount does not exceed the original principal amount of the Mortgage Loan.
40. **No Construction Loans.** No Mortgage Loan was made in connection with the construction or rehabilitation of a Mortgaged Property.
41. **No Denial of Insurance.** No action, inaction or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial of or defense to coverage under any applicable pool insurance policy, special hazard insurance policy, PMI Policy or bankruptcy bond, irrespective of the cause of such failure of coverage. In connection with the placement of any such insurance, no commission, fee or other compensation has been or will be received by the Seller or any designee of the Seller or any corporation in which the Seller or any officer, director or employee had a financial interest at the time of placement of such insurance.
42. **Mortgagor Acknowledgment.** The Mortgagor has executed a statement to the effect that the Mortgagor has received all disclosure materials required by applicable law with respect to the making of adjustable rate mortgage loans. The Seller shall maintain such statement in the Mortgage Loan File.
43. **Regarding the Mortgagor.** The Mortgagor is one or more natural persons and/or trustees for a Land Trust (aka Illinois land trust), a trustee under an Inter Vivos Revocable Trust (living trust), or a trustee under a Blind Trust and such trust is in compliance with the guidelines for such trusts as outlined in the Seller's Guide including but not limited to the policies contained within the following forms:

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- a. Form 407 Inter Vivos Revocable Trust, Land Trust, Blind Trust – Trust Review
- b. Form 407-LivT, Inter Vivos Revocable Trust – Closing Document Review
- c. Form 407-LandT, Land Trust – Closing Document Review
- d. Form 407-BT, Blind Trust – Closing Document Review

44. **Soldiers' and Sailors' Relief Act.** The Mortgagor has not notified the Seller and the Seller has no knowledge of any relief requested or allowed to the Mortgagor under the Soldiers' and Sailors' Civil Act of 1940.

45. **Prepayment Charges.** If the Mortgage Loan provides for any prepayment penalty or charge (a "Prepayment Charge") to be paid by the Mortgagor in connection with any prepayment, such Prepayment Charge is enforceable and is in compliance with all applicable laws, rules and regulations. If the Mortgage Loan provides for a Prepayment Charge, Seller warrants that only one Prepayment Charge has been contracted for between Seller and Mortgagor, the Prepayment Charge has been fully disclosed to Mortgagor and to Purchaser, and the Prepayment Charge complies with all requirements of the related Program Profile applicable to the Mortgage Loan. Any Prepayment Charge contracted for between Seller and Mortgagor that is not fully disclosed to Purchaser shall not be enforced by Seller, and Seller will be liable to Purchaser for any damages incurred by Purchaser as a result of Seller's failure to disclose the existence of any prepayment provision, rider or addendum and/or the unenforceability of any Prepayment Charge related to the Mortgage Loan.

46. **Cooperative Loan.** As to each Cooperative Loan:

- a. Each Security Instrument is a valid, enforceable, and subsisting first security interest in the stock in the residential housing corporation and the Proprietary Lease that were pledged to secure the Cooperative Loan related thereto, and the related Cooperative Loan Property is free and clear of all encumbrances and liens having priority over the lien of the Security Instrument except for the lien of the residential housing corporation for amounts, if any, due under the Proprietary Lease. The cooperative housing corporation which is the owner of the Co-op Premises owns a good, marketable and insurable title to such premises free and clear of all liens or encumbrances not otherwise approved by Purchaser.
- b. All cooperative maintenance fees affecting the Cooperative Loan Property which are due and owing have been paid.
- c. Seller and the cooperative housing corporation have entered into a recognition agreement in a form satisfactory to Purchaser, which such agreement sets forth the specific rights of Seller and its successors (including Purchaser) and any successor servicer and the responsibilities of the cooperative housing corporation to Seller and its successors (including Purchaser) and any successor servicer.
- d. The stock that is pledged as security for the Cooperative Loan is held by a Person as a tenant-stockholder (as that term is defined in Section 216 of the Internal Revenue Code) in a cooperative housing corporation (as that term is defined by Section 216 of the Internal Revenue Code).

## REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

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- e. No Borrower is in default under the related Proprietary Lease. Seller has not received any notice to cure maintenance defaults.
  - f. Each Co-op Premises related to a Cooperative Loan Property is located in a cooperative project that is acceptable to Purchaser. Each Cooperative Loan meets all of the eligibility requirements set forth in the Seller's Guide (including, without limitation, the Cooperative Loan Program Profile) for Cooperative Loans and Seller has or will promptly deliver to Purchaser each of the Cooperative Loan documents set forth in the Seller's Guide (including, without limitation, the Cooperative Loan Program Profile) for Cooperative Loans.
47. **Section 32 Mortgage Loans; Predatory Lending Laws.** The Mortgage Loan is not a Section 32 Mortgage Loan nor is it a "high cost," "threshold," "covered" or "predatory" loan under any other applicable state, federal or local law; none of the proceeds of the Mortgage Loan were used to finance single-premium credit life insurance policies.
48. **High Cost Loan.** Mortgaged Loan is not a High Cost Loan as defined by the appropriate Program Profile.

### 704 EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default on the part of Seller under this Seller's Guide and under the Loan Purchase Agreement:

- 1. Any breach of any of the representations, warranties or covenants set forth in this Seller's Guide or the Loan Purchase Agreement, including, without limitation, the Eligibility Standards and the provisions of Section 7 hereof; or the failure of Seller to perform any of its obligations under this Seller's Guide or the Loan Purchase Agreement; or
- 2. The occurrence of an act of insolvency or bankruptcy concerning Seller, including, without limitation: (i) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities, or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against Seller; or (ii) Seller shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities, or similar proceedings of or relating to Seller, or of or relating to all or substantially all of its property or (iii) Seller shall admit in writing its inability to pay its debts generally as they become due, or Seller files a petition to take advantage of any applicable insolvency or reorganization statute, makes an assignment for the benefit of its creditors, or voluntarily suspends payment of its obligations; or
- 3. Seller fails to meet any capital, leverage or other financial standard imposed by any laws or applicable regulatory authority, or in Purchaser's sole discretion, any material adverse change occurs in the financial condition of the Seller, or Seller fails to meet any net worth or ownership requirements as may be set forth in this Seller's Guide; or

## **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS**

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4. Any Guarantor of Seller's obligations defaults under the terms of the Guaranty Agreement (including, without limitation, any default by Guarantor in maintaining any minimum Tangible Net Worth required under, and as defined in, such Guaranty Agreement), or becomes insolvent or bankruptcy, or a material adverse change occurs in the financial condition of such Guarantor; or Guarantor fails to meet any capital, leverage or other financial standard imposed by any applicable regulatory authority; or
5. Seller defaults under the terms of any other agreement to which Seller and Purchaser are parties.

### **705 RIGHT TO DEMAND REASONABLE ASSURANCES**

If, at any time during the term of the Loan Purchase Agreement, Purchaser has reason to believe that Seller is not conducting its business in accordance with: (i) all applicable statutes, regulations, rules and notices of federal, state or local government agencies or instrumentalities; or (ii) all applicable requirements of Purchaser, as set forth in this Seller's Guide or the Loan Purchase Agreement, then, in either case, Purchaser shall have the right to demand, pursuant to written notice from Purchaser to Seller, reasonable assurances from Seller that such a belief is in fact unfounded, and any failure of Seller to provide such reasonable assurances within a time frame specified in such written notices shall itself constitute an Event of Default hereunder; provided, however, that, notwithstanding anything set forth in this Seller's Guide or the Loan Purchase Agreement to the contrary, and so long as no other Event of Default hereunder has occurred and is continuing, Purchaser shall only be entitled to exercise such remedies hereunder (with respect to an Event of Default under this Section) as may be necessary or appropriate for Purchaser to insulate itself from any potential harm or loss relating to or caused by the facts or circumstances giving rise to such Event of Default. Nothing in this Section 7 shall be deemed or construed to limit, waive or impair any of Purchaser's rights or remedies with respect to any Event of Default under any other Section of this Seller's Guide.

### **706 ADDITIONAL REMEDIES; SETOFF**

Upon the occurrence of any Event of Default, without affecting any repurchase obligation of Seller, and in addition to whatever rights Purchaser may have under the Seller's Guide, Loan Purchase Agreement or at law to damages or in equity, including, without limitation, injunctive relief and specific performance, Purchaser, by notice in writing to Seller, may immediately suspend all Registrations and Commitments and refuse to fund any or all Mortgage Loans, pending the cure, to Purchaser's satisfaction if such Event of Default is, in Purchaser's judgment, susceptible to cure within thirty (30) calendar days after the date of such notice of an Event of Default; if any such Event of Default is not cured to Purchaser's satisfaction within such thirty (30) day period, Purchaser may, by written notice to Seller, immediately terminate any and all duties and obligations of Purchaser under the Loan Purchase Agreement and this Seller's Guide. Notwithstanding the foregoing, upon the occurrence of an Event of Default of the type set forth in *Section 704(2) or 704(3)*, any and all duties and obligations of Purchaser under the Loan Purchase Agreement and this Seller's Guide shall immediately and automatically terminate without notice to Seller or any opportunity to cure such defaults.

## **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS**

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Upon the failure by Seller to perform any of its obligations under this Seller's Guide or the Loan Purchase Agreement, including without limitation the failure to pay any and all monies due Purchaser, in addition to all rights Purchaser may have under this Seller's Guide, the Loan Purchase Agreement or at law or in equity, Purchaser shall have the right to deduct any amount due to Purchaser from any amount due to Seller, whether under Section 601 or otherwise.

### **707 WAIVER OF DEFAULTS**

Purchaser may waive any default by Seller in the performance of Seller's obligations hereunder and its consequences, but only by a written waiver specifying the nature and terms of such waiver. No such waiver shall extend to any subsequent or other default or impair any right consequent thereto, nor shall any delay by Purchaser in exercising or failure to exercise any right arising from such default affect or impair Purchaser's rights as to such default or any subsequent default.

### **708 TERMINATION WITHOUT CAUSE**

In addition to the provisions set forth elsewhere herein or in the Loan Purchase Agreement for termination of this Seller's Guide and the Loan Purchase Agreement, this Seller's Guide and the Loan Purchase Agreement may be terminated without cause at any time by either party upon prior written notice of termination to the other party. The effective date of termination must be specified in such notice and must be at least thirty (30) days after the date such written notice is sent.

### **709 EFFECT OF TERMINATION**

Any termination of the Loan Purchase Agreement shall not affect Seller's obligations with respect to Mortgage Loans previously sold or delivered to Purchaser prior to the effective date of such termination. Provided that termination is without cause, as provided in the immediately preceding section and provided that no Event of Default on the part of Seller has occurred, termination of the Loan Purchase Agreement by Purchaser shall not apply to any Mortgage Loans that have been Registered with Purchaser by Seller before the effective date of such termination notice. If Purchaser terminates the Loan Purchase Agreement due to an Event of Default, Purchaser may refuse to Register or Fund any of all Mortgage Loans after the effective date of termination.

### **710 REPURCHASE OBLIGATION**

In the event of a breach of any of the representations, warranties or covenants contained in *Section 700* through *710* herein, which breach materially and adversely affects the value of the Mortgage Loans or the interest of Purchaser, or materially and adversely affects the interest of Purchaser in the related Mortgage Loan, and unless Purchaser determines that such breach has been cured, or if a loan becomes an Early Payment Default in accordance with *Section 715* herein, Seller shall, at Purchaser's option, repurchase the related Mortgage Loan (in the case of a breach of the representations, warranties or covenants contained in *Section 703* hereof or an Early Payment Default), or all Mortgage Loans (in the case of a breach of any of the representations, warranties or covenants contained in *Section 702* hereof), at the Repurchase Price. Any such repurchase shall occur no later than thirty (30) days after the earlier of the date on which Purchaser notifies Seller of such breach or the date on which Seller knows of such

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breach. Seller must notify Purchaser immediately upon Seller's knowledge of any breach of any representation, warranty or covenant.

Seller agrees to pay any and all documentary stamp taxes, recording fees, transfer taxes and all other expenses payable in connection with any such repurchase, including, without limitation, Purchaser's reasonable attorney's fees.

Any such repurchase shall be accomplished by wire transfer from Seller to Purchaser of immediately available funds. Upon receipt by Purchaser of the Repurchase Price, Purchaser shall release to Seller the related Mortgage Loan Files and shall execute and deliver to Seller such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest in Seller, or its designee, title to such repurchased Mortgage Loans. Seller shall assume the cost of recordation of assignments and other costs of transfer of any repurchased Mortgage Loans.

Notwithstanding any other provision of the Seller's Guide or Loan Purchase Agreement to the contrary, with respect to each Mortgage Loan that is the subject of any breach of one or more representations, warranties or covenants specified in *Section 702* or *703* hereof, if Purchaser (or Purchaser's agent or affiliate, or any subsequent owner of the Mortgage Loan or such owner's agent or affiliate) has acquired title to the related Mortgaged Property through foreclosure, deed-in-lieu of foreclosure, abandonment or reclamation from bankruptcy of the defaulted Mortgage Loan, then, within thirty (30) days after Purchaser's demand therefor, Seller shall, at Purchaser's option: (i) purchase the Mortgaged Property from Purchaser at a purchase price equal to the Repurchase Price; or (ii) if Purchaser has sold or otherwise disposed of the Mortgaged Property, indemnify Purchaser as specified in *Section 711* hereof. If Purchaser determines, for any reason, not to acquire title to the Mortgaged Property relating to the defaulted Mortgage Loan, Seller will nonetheless remain responsible to indemnify Purchaser, pursuant to *Section 711* hereof, with respect to any breach of *Section 702* or *703* hereof.

All of Purchaser's remedies hereunder, including, without limitation, the repurchase obligation with respect to the Mortgage Loan, the purchase obligation with respect to the Mortgaged Property, and the indemnification with respect to any breach of a representation, warranty or covenant (or any other Event of Default), shall exist regardless of (i) the dates of Purchaser's discovery and notice to Seller of the breach and Purchaser's demand for any remedy and (ii) any limitation or qualification of a representation or warranty as being made "to Seller's knowledge" or "to the best of Seller's knowledge" or any similar qualification relating to the knowledge of Seller. Notwithstanding any other provision of the Seller's Guide or Loan Purchase Agreement to the contrary, Seller shall remain liable for all remedies hereunder, even if Purchaser discovers a breach after the Mortgage Loan is liquidated in foreclosure.

### 711 INDEMNIFICATION AND THIRD PARTY CLAIMS

In addition to any repurchase and cure obligations of Seller, and any and all other remedies available to Purchaser under this Seller's Guide and the Loan Purchase Agreement, Seller shall indemnify Purchaser and Purchaser's designee (including, without limitation, any subsequent holder of any Note) from and hold them harmless against all claims, losses, damages, penalties, fines, claims, forfeitures, lawsuits, court costs, reasonable attorney's fees, judgments and any other costs, fees and expenses



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that the Purchaser may sustain in any way related to or resulting from any act or failure to act or any breach of any warranty, obligation, representation or covenant contained in or made pursuant to this Seller's Guide or the Loan Purchase Agreement by any agent, employee, representative or officer of Seller or Seller's correspondent. In addition to any and all other obligations of Seller hereunder, Seller agrees that it shall pay the reasonable attorney's fees of Purchaser incurred in enforcing Seller's obligations hereunder, including, without limitation, the repurchase obligation set forth above. It is understood and agreed that any subsequent holder of any Note acquired hereunder by Purchaser shall be a third party beneficiary of the Loan Purchase Agreement and this Seller's Guide. The indemnification obligations of Seller hereunder shall survive the termination of this Seller's Guide and the related Loan Purchase Agreement.

The Seller immediately shall notify the Purchaser if a claim is made by a third party with respect to this Seller's Guide, the Loan Purchase Agreement or the Mortgage Loans, assume (with the prior written consent of the Purchaser) the defense of any such claim and pay all expenses in connection therewith, including counsel fees, and promptly pay, discharge and satisfy any judgment or decree which may be entered against it or the Purchaser in respect of such claim. The Purchaser promptly shall reimburse the Seller for all amounts advanced by it pursuant to the preceding sentence except when the claim is in any way related to the Seller's indemnification with respect to a breach by the Seller of any representation or warranty, or the failure of the Seller with respect to any of the Seller's obligations under this Seller's Guide or the Loan Purchase Agreement.

### **712 SURVIVAL OF REMEDIES**

It is understood and agreed that Purchaser's remedies for breach of the representations, warranties or covenants set forth herein and/or in the Loan Purchase Agreement shall survive the sale and delivery of the related Mortgage Loan to Purchaser and Funding of the related Purchase Price by Purchaser, and will continue in full force and effect, notwithstanding any termination of this Seller's Guide and the related Loan Purchase Agreement, or any restrictive or qualified endorsement on any Note or Assignment of Mortgage or loan approval or other examination of or failure to examine any related Mortgage Loan File by Purchaser.

### **713 MISCELLANEOUS**

#### **713.1 GOVERNING LAW**

The Loan Purchase Agreement shall be construed in accordance with the substantive law of the State of New York and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such law without regard for the principles of conflict of laws.

#### **713.2 SEVERABILITY OF PROVISIONS**

If any one or more of the covenants, agreements, provisions or terms of the Loan Purchase Agreement or this Seller's Guide shall be held invalid for any reason whatsoever, then any such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions and terms of the Loan Purchase Agreement or this Seller's Guide and shall in no way affect the validity or

## **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS**

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enforceability of the other provisions of the Loan Purchase Agreement of this Seller's Guide.

713.3 **ASSIGNMENT**

Purchaser shall have the right to assign its rights and duties under the Loan Purchase Agreement and this Seller's Guide to any party without the consent of Seller. Purchaser shall notify Seller in writing of any such assignment. Seller shall have no right to assign its rights or duties under the Loan Purchase Agreement or this Seller's Guide without Purchaser's prior written consent. Purchaser also may assign separately to any other party any or all representations, warranties or covenants made by Seller to Purchaser in the Seller's Guide or Loan Purchase Agreement, along with any or all of Purchaser's remedies available against the Seller for Seller's breach of any representation, warranty or covenant hereunder, including, without limitation, the repurchase and indemnification remedies. Any such party shall be an intended third party beneficiary of those representations, warranties, covenants and remedies.

713.4 **GOVERNING CONTRACT**

In the case of any inconsistency between this Seller's Guide and the Loan Purchase Agreement, the terms of the Loan Purchase Agreement shall control. In the event of any conflict between the substantive provisions of the Underwriting Guidelines and the other substantive provisions of this Seller's Guide, such other provisions of the Seller's Guide shall control.

713.5 **ENTIRE AGREEMENT; NO WAIVER**

This Seller's Guide, the Loan Purchase Agreement, and/or the exhibits hereto and thereto contain the final and entire agreement between Purchaser and Seller with respect to the purchase and sale of the Mortgage Loans, and are intended to be an integration of all prior negotiations and understandings. No waiver of any of the provisions of this Seller's Guide or Loan Purchase Agreement shall be valid unless the same is in writing and is signed by the party against which such waiver is sought to be enforced. Delay by Purchaser in exercising any right or remedy under this Seller's Guide, under the Loan Purchase Agreement, or otherwise provided by law shall not operate as a waiver or preclude the later exercise of that right or remedy.

713.6 **NO PARTNERSHIP**

Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the parties hereto. At no time shall Seller represent that it is acting as an agent for or on behalf of Purchaser. At all times Seller shall act as an independent contractor.

713.7 **CONFIDENTIALITY**

As a result of its relationship with Purchaser and access to the Loan Purchase Agreement, Seller will learn or have access to various trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information in various forms, which such information is used or useful in the conduct of Purchaser's business, including its origination, purchase, sale and servicing of mortgage products, collectively referred to as "Confidential Information". Seller acknowledges that such Confidential Information is the exclusive property of Purchaser. Seller shall not, at

## REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

any time, regardless of if, when and how its relationship with Purchaser may terminate, directly or indirectly use, disclose, publish, reveal, copy, disseminate or otherwise make available such Confidential Information, other than as expressly set forth herein or in the Loan Purchase Agreement.

713.8

### NON-EXCLUSIVE RELATIONSHIP

Notwithstanding anything set forth herein or elsewhere to the contrary, Seller acknowledges, understand and agrees that its relationship with Purchaser is on a non-exclusive basis and that Purchaser may, in its discretion, at any time or from time to time, and without any liability or obligation to Seller: (i) contract with, designate, authorize, constitute or appoint one or more entities other than Seller to originate, solicit, process, underwrite, close, fund, bill, sell and/or invest in loans of any type for funding by or sale to, or as agent for and on behalf of, Purchaser, all of which activity may occur in all or any portion of the geographic territory in which Seller originates loans; and/or (ii) either directly or indirectly compete with Seller, either for Purchaser's own account or as agent for and on behalf of another, in the solicitation, processing, underwriting, closing, funding, billing, selling of and/or investing in loans in such geographic territory.

### 714 SOLICITATION FOR REFINANCING

During the remaining term of any Mortgage Loan purchased by Purchaser, neither Seller, nor any affiliate of Seller shall take any action personally, by telephone, mail or otherwise, to solicit the prepayment of Mortgage Loans, in whole or in part, without the prior written consent and approval of Purchaser. It is understood and agreed that promotions undertaken by the Seller or any Affiliate of Seller which are directed to the general public at large, including mass mailings based on commercially acquired mailing lists, newspaper, radio and television advertisements, shall not constitute solicitation under this Section.

### 715 EARLY PAYMENT DEFAULT

Early Payment Default loans are subject to repurchase by the Seller at the Repurchase Price in accordance with *Section 710* herein.

For Mortgage Loans prior-approved by Purchaser (i.e as to which Purchaser underwrote the loan prior to Purchase), a mortgage loan has an early payment default if the first monthly payment due Purchaser is not made within thirty (30) days of its due date.

For Mortgage Loans delivered pursuant to Seller's Delegated Underwriting Authority, a Mortgage Loan has an early payment default if either the first or second monthly payment due the Purchaser is not made within 30 days of each such monthly payment's respective due date.

Delegated Underwriting Authority applies to all loans *eligible* for a delegated underwriting decision by Seller, whether or not Purchaser elects to underwrite the loan prior to Purchase.

For Mortgage Loans delivered pursuant to Bulk Transactions, a Mortgage Loan has an early payment default if either the first or second monthly payment due the Purchaser is not made within 30 days of each such monthly payment's respective due date.

## REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

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### 716 EARLY PAYOFF

If a Mortgage Loan is paid in full within three (3) months of the Purchase Date, Seller will reimburse Purchaser that portion of the Purchase Price in excess of par multiplied by the Unpaid Principal Balance as of the Date of the payment in full and net of potential prepayment charges on loans that contain a valid prepayment penalty provision in effect during the Early Payoff Period.

### 717 DELEGATED UNDERWRITING

Unless otherwise indicated within this Seller's Guide, Sellers must have written authorization from Purchaser to utilize Delegated Underwriting Authority. Upon authorization to utilize delegated authority, Seller represents and warrants as of the Purchase Date of each Mortgage Loan delivered pursuant to Seller's Delegated Underwriting Authority, in addition to the other representations and warranties contained within this Section 7, the following:

1. All underwriting performed by Seller hereunder shall be in strict compliance with the underwriting guidelines and product descriptions contained in the Seller's Guide and such other guidelines and requirements as may be provided to Seller in writing from time to time.
2. Seller shall not represent to any entity, person or party that it is acting as an agent for, or on behalf of, Purchaser. Nothing in this Seller's Guide shall be construed to create any agency, partnership or joint venture between Seller and Purchaser for any purpose.
3. Seller agrees to perform all underwriting functions with the same care and diligence as an experienced, prudent underwriter performing such duties in the industry with respect to similar mortgage loan products and, in any event, with no less care and diligence than if it were underwriting Mortgage Loans for its own account.
4. Seller agrees that it shall maintain an experienced, qualified and approved underwriting staff and shall cause such staff to perform all underwriting functions to be performed by Seller in compliance with the requirements of the Seller's Guide and all modifications thereto. Seller shall cause the actual underwriting decisions and evaluations made during the underwriting process to be done only by employees of Seller who are qualified to make, and have substantial experience making, such decisions. All Mortgage Loans delivered to Purchaser pursuant to Purchaser's Delegated Underwriting Authority have been underwritten by Seller directly and not by any third party underwriter, unless such third party underwriter has been specifically approved in writing by Purchaser.
5. It is Seller's responsibility to insure that (i) Seller and its underwriters at all times maintain and use complete, up-to-date versions of the Seller's Guide, including all updates, bulletins, announcements, memorandums, and product descriptions and (ii) all of its employees performing underwriting duties and functions remain informed and knowledgeable regarding such guidelines and all requirements of the Seller's Guide.

## **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS**

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6. Seller shall be responsible for approving only marketable Mortgage Loans and shall document its underwriting of each and every loan in a manner that justifies and supports such approval and marketability on the secondary mortgage market.
7. Seller must include in each submission all underwriting worksheets and written comments from the underwriter in regard to the final loan decision in addition to any forms or documentation required by the Seller's Guide.
8. Seller further agrees to maintain sufficient quality control guidelines to insure that all of the above requirements are carried forth. Seller agrees to provide Purchaser full access to its quality control procedures and to keep Purchaser apprised as to such procedures and policies.
9. Purchaser shall have the right to perform pre-purchase and post-purchase reviews of all Mortgage Loans and to request any additional documentation to ensure compliance with Purchaser's guidelines. Purchaser reserves the right to refuse purchase or to require repurchase of Mortgage Loans that do not meet Purchaser's guidelines, determined at Purchaser's sole discretion.
10. Seller's delegated authority may be terminated upon written notice. Termination shall be effective as to all Mortgage Loans submitted to Purchaser on or after such notice of termination.
11. Seller represents and warrants that any Mortgage Loan submitted under this Delegated Underwriting Authority was originated by a savings and loan association, savings bank, commercial bank, credit union, insurance company, or similar institution which is supervised and examined by a Federal or State authority, or by a Mortgagee approved by the Secretary of Housing and Urban Development pursuant to Sections 203 and 211 of the National Housing Act.

Seller acknowledges that failure of Purchaser to review or discover any deficiency or error in the Mortgage Loan at time of Purchase by Purchaser will neither release Seller from its obligations to provide any required documentation or correct any errors, nor will it prevent or inhibit Purchaser's exercise of any of its remedies.

### **718 AUTOMATED UNDERWRITING**

All Loans submitted by Seller for Purchase by Purchaser that have been underwritten through Purchaser approved automated underwriting system shall meet the requirements specified within the Seller's Guide. Further, Seller represents and warrants that:

1. Seller is registered with the provider of the automated underwriting system and is a valid licensee of the automated underwriting system;
2. The Mortgage Loan received a recommendation/disposition from the automated underwriting system that is acceptable to Purchaser;
3. Any verification messages or approval conditions specified in the findings of the automated underwriting system were satisfactorily resolved before the Mortgage Loan is closed;

## **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS**

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4. The terms of the closed loan and the underwriting information in the Mortgage File both match the data on which the automated underwriting system's recommendations and findings were based.

Seller shall be deemed to make the following representation and warranty to Purchaser as of the related Funding Date. All data pertaining to the Mortgage Loan submitted to the applicable automated underwriting system was true, complete and accurate as of the date when entered and as of the closing date of the Mortgage Loan; verification of all such data is included in the Mortgage Loan File delivered to Purchaser and such verification complies with the requirements of the Seller's Guide; Seller has taken all appropriate action to satisfactorily resolve and comply with any verification messages/approval conditions produced by the automated underwriting system prior to closing the Mortgage Loan and documentation of such resolution is provided in the delivered loan file. This representation and warranty is made in addition to, and not in lieu of, any or all of the other representations and warranties contained elsewhere in the Seller's Guide or Loan Purchase Agreement.

Seller acknowledges that (i) in the event of a discrepancy between the data validated by Purchaser's review of the file and the data entered in the automated underwriting system by Seller, the findings of the automated underwriting system shall be considered null and void and Purchaser shall have no obligation to purchase/fund the loan, and (ii) failure of Purchaser to review or discover any deficiency or error in the Mortgage Loans(s) at the time of purchase by Purchaser will neither release Seller from its obligations to provide any required documentation or correct any errors, nor will it prevent or inhibit Purchaser's exercise of any of its remedies hereunder, including Mortgage Loan Repurchase in accordance with *Section 710* herein.

## **EXHIBIT “E”**



## Travis Paul Schmidt

NMLS ID: 795903 Phone: 602-312-4032 Fax: 623-748-6582

Other Names : Travis Schmidt

Prior Other Names : None

Prior Legal Names : Travis P. Schmidt

Regulatory Actions : None posted in NMLS.

### Employment

Authorized to Represent : Movement Mortgage, LLC (39179)

Engaged in other businesses : No

From	To	Employer	Position	City	State	Zip Code	Financial Services
10/2013	Present	Movement Mortgage, LLC	Mortgage Loan Originator	Scottsdale	AZ	85260	Yes
01/2012	10/2013	LHM FINANCIAL CORPORATION	Loan Officer Assistant	Scottsdale	AZ	85254	Yes
07/2011	01/2012	JPMorgan Chase Bank, National Association	N/A	Scottsdale	AZ	85260	Yes
03/2011	07/2011	Digital Media Communications	Sales Rep	Phoenix	AZ	85018	No
03/2008	03/2011	Remington Capital Inc.	Account Executive	Scottsdale	AZ	85260	Yes
11/2005	03/2008	Guild Mortgage	Mortgage Loan Originator	Phoenix	AZ	85020	Yes
05/2001	11/2005	The French Quarry	Office Assistant	Phoenix	AZ	85050	No

### Office Locations

Company	NMLS ID	Type	Street Address	City	State	Zip Code	Start Date
Movement Mortgage, LLC	1564628	Branch	10601 N. Hayden Rd	Scottsdale	AZ	85260	12/06/2016

### State Licenses/Registrations (Displaying 1 Active of 1 Total)

Regulator	Lic/Reg Name	Authorized to Conduct Business	Consumer Complaint
Arizona	Loan Originator License	Yes	Submit to Regulator

Lic/Reg #: 0920131 Original Issue Date : 03/02/2012

Status : Approved Status Date: 04/08/2016 Renewed Through : 2017

Currently Authorized to Represent

Company: **Movement Mortgage, LLC** ›  
NMLS ID: 39179  
Start Date: 11/05/2013

Hide Previously Authorized to Represent

Company: **Guardian Mortgage Company, Inc.** ›  
NMLS ID: 133751  
Start Date: 03/31/2016  
End Date: 04/07/2016

Company: **LHM FINANCIAL CORPORATION** ›  
NMLS ID: 148530  
Start Date: 03/01/2012  
End Date: 11/05/2013

Start	End	Authorized to Conduct Business
11/6/2013	Present	Yes
11/5/2013	11/5/2013	No
3/2/2012	11/4/2013	Yes



## Regulatory Actions

While some state and federal agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the agency, click any regulator link.

No regulatory actions have been posted in NMLS.

Information made available through NMLS Consumer Access<sup>SM</sup> is derived from NMLS (Nationwide Multistate Licensing System / Nationwide Mortgage Licensing System and Registry), the financial services industry's online registration and licensing database. NMLS was created by the Conference of State Bank Supervisors (CSBS) and the American Association of Residential Mortgage Regulators (AARMR) and is owned and operated by the State Regulatory Registry LLC (SRR), a wholly owned subsidiary of CSBS. For more information about the System, please visit the NMLS Resource Center or the NMLS Federal Registry Resource Center websites. | [Download PDF Reader](#)

**EXHIBIT “F”**



## CHEYNE RICHARD JONES

NMLS ID: 210685 Phone: 602-743-0962 Fax: 602-748-4913

Other Names : Cheyne O Jones

Prior Other Names : None

Prior Legal Names : CHEYNE R JONES

Regulatory Actions : None posted in NMLS.

### Employment

Authorized to Represent : Movement Mortgage, LLC (39179)

Engaged in other businesses : No

From	To	Employer	Position	City	State	Zip Code	Financial Services
11/2016	Present	Movement Mortgage, LLC	Loan Officer	Glendale	AZ	85308	Yes
11/2013	11/2016	Movement Mortgage, LLC	Branch Manager	Tempe	AZ	85283	Yes
11/2009	11/2013	LHM FINANCIAL CORPORATION	LOAN OFFICER	SCOTTSDALE	AZ	85254	Yes
11/2008	10/2009	SECURITY MORTGAGE CORP	LOAN OFFICER	SCOTTSDALE	AZ	85254	Yes
03/2005	10/2008	GUILD MORTGAGE COMPANY	LOAN OFFICER	PHOENIX	AZ	85020	Yes
08/2004	02/2005	3 POINT MOTORSPORTS	OWNER	PHOENIX	AZ	85020	No
09/2004	02/2005	LIFETIME FITNESS	MEMBERSHIP SALES	TEMPE	AZ	85284	No
07/2003	07/2004	24 HOUR FITNESS	ASST GENERAL MANAGER	PHOENIX	AZ	85018	No
06/2002	06/2003	PROFESSIONAL ATHLETE/UNEMPLOYED	TRACK & FIELD	IMPERIAL BEACH	CA	91932	No
08/1997	05/2002	FULL-TIME STUDENT	FULL-TIME STUDENT	IMPERIAL BEACH	CA	91932	No

### Office Locations

Company	NMLS ID	Type	Street Address	City	State	Zip Code	Start Date
Movement Mortgage, LLC	1553156	Branch	20241 N 67th Avenue Suite A-1	Glendale	AZ	85308	11/08/2016

### State Licenses/Registrations (Displaying 3 Active of 3 Total)

Regulator	Lic/Reg Name	Authorized to Conduct Business	Consumer Complaint
<b>Arizona</b>	Loan Originator License	Yes	<b>Submit to Regulator</b>

Lic/Reg #: 0912681 Original Issue Date : 04/23/2010

Status : Approved Status Date: 10/26/2016 Renewed Through : 2017

Currently Authorized to Represent

Company: **Movement Mortgage, LLC** ›  
NMLS ID: 39179  
Start Date: 11/25/2013

[View Previously Authorized to Represent](#)

<b>California - DBO</b>	Mortgage Loan Originator License	Yes	<b>Submit to Regulator</b>
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Lic/Reg #: CA-DOC210685 Original Issue Date : 07/19/2010

Status : Approved Status Date: 11/25/2014 Renewed Through : 2017

Currently Authorized to Represent

Company: **Movement Mortgage, LLC** ›  
NMLS ID: 39179

Start Date: 12/05/2013

[View Previously Authorized to Represent](#)

<b>Texas - SML</b>	Mortgage Loan Originator	Yes	<b>Submit to Regulator</b>
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Lic/Reg #: None Original Issue Date : 03/29/2016

Status : Approved Status Date: 03/29/2016 Renewed Through : 2017

Currently Authorized to Represent

Company: **Movement Mortgage, LLC** ▶

NMLS ID: 39179

Start Date: 03/29/2016

[View Previously Authorized to Represent](#)**Regulatory Actions**

While some state and federal agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the agency, click any regulator link.

No regulatory actions have been posted in NMLS.

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## **EXHIBIT “G”**



## Janae Marie Smith

NMLS ID: 493383 Phone: 425-629-1221 Fax: Not provided  
 Other Names : None Prior Other Names : None Prior Legal Names : None  
 Regulatory Actions : None posted in NMLS.

### Employment

Authorized to Represent : None Engaged in other businesses : No

From	To	Employer	Position	City	State	Zip Code	Financial Services
07/2014	Present	SecurityNational Mortgage Company	LO	Kirkland	WA	98033	Yes
05/2014	07/2014	SecurityNational Mortgage Company	Loan Originator	Bellevue	WA	98005	Yes
10/2013	05/2014	Bay Equity	Branch Operations Manager	Bellevue	WA	98005	Yes
05/2011	10/2013	Sound Mortgage, Inc	Operations Manager	Kirkland	WA	98033	Yes
09/2002	05/2011	Guild Mortgage Company, Inc	Processor	Kirkland	WA	98033	Yes
06/2002	09/2002	Homemaking	Homemaking	Eugene	OR	97402	No
01/2000	06/2002	Umpqua Bank	Bank Teller	Eugene	OR	97401	Yes

### Office Locations

Company	NMLS ID	Type	Street Address	City	State	Zip Code	Start Date
None							

### State Licenses/Registrations (Displaying 0 Active, 1 Inactive of 1 Total)

Regulator	Lic/Reg Name	Authorized to Conduct Business	Consumer Complaint
Washington	Mortgage Loan Originator License	No	Submit to Regulator

Lic/Reg #: MLO-493383 Original Issue Date : 05/20/2011

Status : Approved-Inactive Status Date: 06/07/2017 Renewed Through : 2017

Currently Authorized to Represent

None

Hide Previously Authorized to Represent

Company: **Bay Equity LLC** ▶  
 NMLS ID: 76988  
 Start Date: 10/14/2013  
 End Date: 05/19/2014

Company: **SecurityNational Mortgage Company** ▶  
 NMLS ID: 3116  
 Start Date: 05/20/2014  
 End Date: 06/07/2017

Company: **Sound Mortgage, Inc.** ▶  
 NMLS ID: 38439  
 Start Date: 06/08/2011  
 End Date: 10/11/2013

Start	End	Authorized to Conduct Business
6/8/2017	Not Currently Authorized	No
6/8/2011	6/7/2017	Yes

### Regulatory Actions

While some state and federal agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the agency, click any regulator link.

No regulatory actions have been posted in NMLS.

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## **EXHIBIT “H”**





## Jeff Hase

NMLS ID: 424393 Phone: 907-257-1691 Fax: 907-222-5716

Other Names : Jeffrey David Hase Prior Other Names : None Prior Legal Names : None

Self-reported Disciplinary Actions : None posted in NMLS.

### Employment

Authorized to Represent : Denali Federal Credit Union (403077)

Engaged in other businesses : N/A

From	To	Employer	Position	City	State	Zip Code	Financial Services
09/2009	Present	Denali Federal Credit Union	N/A	Anchorage	AK	99503	Yes
01/2007	09/2009	Bank of America/Countrywide Bank FSB	N/A	Anchorage	AK	99503	Yes
01/2004	01/2007	Liberty Financial Group	N/A	Anchorage	AK	99517	Yes

### Office Locations

Company	NMLS ID	Type	Street Address	City	State	Zip Code	Start Date
Denali Federal Credit Union	403077	Main	471 W. 36th Avenue Suite 110	Anchorage	AK	99503	09/15/2009

### Federal Registration

Registration Name	Status	Authorized to Conduct Business	Currently Authorized to Represent
Federal Mortgage Loan Originator	Active	Yes	Denali Federal Credit Union

### Self-reported Disciplinary Actions

For federal registration purposes, individuals are required by Federal law to disclose information regarding certain matters, including certain criminal convictions, such as those involving dishonesty, certain regulatory actions, and certain civil judicial or litigation actions related to financial services. This information is self-reported by the individual and has not necessarily been verified by any regulatory agency. If no information is displayed below, the individual has not disclosed any such information.

No disciplinary actions have been posted in NMLS.

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## **EXHIBIT "I"**



## Guild Mortgage Company

NMLS ID: 3274 Street Address: 5898 Copley Drive Phone: 858-560-6330 Website: www.guildcorrespondent.com,  
 Suite 300, 400 & 500 San Diego, CA 92111 Toll-Free Number: 800-688-7880 www.guildfisconsumer.com,  
 Mailing Address: PO Box 85304 Fax: 858-627-3678 www.guildfismember.com, www.guildfismutual.com,  
 Attn: Compliance www.guildmortgage.com  
 San Diego, CA 92186 Email: compliance@guildmortgage.net

**Branch Locations**   ☐ Include Inactive Locations

Street Address	City	State	Zip Code	Other Trade Names	NMLS ID	States Licensed In
11075 Retreat Circle	Anchorage	AK	99515	None	1169376	1...
728 Gaffney Rd, Ste 100	Fairbanks	AK	99701	None	1510837	1...
748 Gaffney Road, Suite 206	Fairbanks	AK	99701	None	1230912	1...
71 Saint Nicholas Drive	North Pole	AK	99705	None	928701	1...
2331 Rainbow Drive, Space A	Gadsden	AL	35901	None	1308123	1...
6719 Taylor Circle	Montgomery	AL	36117	None	1566723	1...
2700 Hwy 280, Suite 180	Mountain Brook	AL	35223-2470	None	1566460	1...
1225 Snow St, Ste 20	Oxford	AL	36203	None	1610760	1...
705 McQueen Smith Rd S.	Prattville	AL	36066	None	1570020	1...
400 Harrison St.	Batesville	AR	72501	None	1501639	1...
816 N. Main Street, Suite D	Harrison	AR	72601	None	1163356	2...
1219 Commerce Dr, #3	Mountain Home	AR	72653	None	1598042	2...
1217 W. Court St.	Paragould	AR	72450	None	1328476	1...
688 W. 4th St, Suite G	Benson	AZ	85602	None	1536488	1...
2 Main Street, Space C	Bisbee	AZ	85603	None	1245653	1...
13634 E. Williams Field Rd, #04	Gilbert	AZ	85295	None	156364	1...
5331 South Superstition Mountain Rd., Ste C105, C106	Gold Canyon	AZ	85118	None	947387	2...
316 W. White Mountain Blvd, Suite C	Lakeside	AZ	85929	The Sanders Brown Team	156366	1...
4111 E. Valley Auto Drive, Suite 106	Mesa	AZ	85206	None	1197074	2...
2231 E. Camelback Rd, Suite 205	Phoenix	AZ	85016	Milttenberger Team; The Lizzy Hoeffer Team; Weston Team	38110	2...
7720 North 16th St, Suite 325	Phoenix	AZ	85020	None	1230617	3...
678 E. Thunderbird Road	Phoenix	AZ	85022	None	1379352	1...
201 N. Montezuma, Suite 300	Prescott	AZ	86301	The Collette Team; The Riggs Team	1632286	2...
7975 N. Hayden Rd, Suite C-101	Scottsdale	AZ	85258-3246	None	1368904	1...
14350 N. 87th Street, Suite 135	Scottsdale	AZ	85260	None	689788	3...
8360 E. Raintree Dr, #205	Scottsdale	AZ	85260	None	1467690	2...
2151 S. Highway 92, Suite 118	Sierra Vista	AZ	85635	None	1062770	2...
15331 W. Bell Rd, Suite 212, Unit 27	Surprise	AZ	85374	None	1504562	2...
2151 E. Broadway Road, # 204	Tempe	AZ	85282	None	992985	2...
2151 East Broadway Rd, Suite 111	Tempe	AZ	85282	None	1230629	2...
7440 N ORACLE ROAD, BLDG 6	Tucson	AZ	85704	None	775344	2...
3108 N. Swan Road	Tucson	AZ	85712	None	156371	2...

1825 E. River Road, Suite 201	Tucson	AZ	85718	None	993161	2...
360 W. 20th Street, Suite A & B	Yuma	AZ	85364	None	691197	2...
8141 E. Kaiser Blvd, Suite 311	Anaheim Hills	CA	92808	None	1509819	1...
5091 Lone Tree Way	Antioch	CA	94513	None	1414651	1...
5829 Lone Tree Way, Suite D	Antioch	CA	94531	None	1190807	1...
5119 Lone Tree Way	Antioch	CA	94531	None	1414643	1...
5558 CALIFORNIA AVE #140	BAKERSFIELD	CA	93309-0710	None	339311	1...
3400 Panama Lane, Suite J	Bakersfield	CA	93313	None	1451418	1...
84869 Highway 70	Beckwourth	CA	96129	None	1603088	1...
471 West Lambert Road, Suite 101, 103	Brea	CA	92821-3921	None	328379	1...
651 First Street	Brentwood	CA	94513	None	1191101	1...
812 First Street, Suite B	Brentwood	CA	94513	None	1414654	1...
2455 Sand Creek Rd, Suite 104	Brentwood	CA	94513	None	1190913	1...
333 H STREET, STE 2010	CHULA VISTA	CA	91910	None	156378	3...
1690 Ventura Blvd.,	Camarillo	CA	93010	None	1574220	1...
1903 Wright Place, Suite 180	Carlsbad	CA	92008	None	887545	3...
2653 Gateway Road, Suite 102	Carlsbad	CA	92009	None	1336684	1...
2011 Palomar Airport Rd, Suite 304	Carlsbad	CA	92011	Comstock Mortgage	1202120	2...
Junipero between 5th & 6th Street	Carmel-by-the Sea	CA	93291	None	1239100	1...
8300 Stewart and Gray Road	Cerritos	CA	90241	None	1254930	1...
17785 Center Court Dr, #640	Cerritos	CA	90703	None	814495	1...
2615 Forest Ave, Ste 160	Chico	CA	95928	None	1482781	1...
120 Amber Grove Dr, Ste 124	Chico	CA	95973	None	1336681	1...
404 Second Street	Davis	CA	95616	Comstock Mortgage	1229668	1...
1540 Discovery Bay Blvd, Suite B	Discovery Bay	CA	94505	None	1191573	1...
1671 W. Main Street, Suite D	El Centro	CA	92243	None	240887	1...
9261 Laguna Springs Drive, Suite 150	Elk Grove	CA	95758	Comstock Mortgage	1229602	1...
15760 Ventura Blvd, Ste 700	Encino	CA	91436	None	1449808	2...
613 West Valley Parkway, #310	Escondido	CA	92025	None	240819	1...
428 1st Street	Eureka	CA	95501	None	1399857	1...
2365 Iron Point Road, Suite 230	Folsom	CA	95630	Comstock Mortgage	1229612	2...
7108 N. Fresno, Suite 190	Fresno	CA	93720	None	1312447	1...
132 East Main St.	Grass Valley	CA	95945	Comstock Mortgage	1229615	2...
1201 Vine St, Suite 102	Healdsburg	CA	95448	None	1244149	1...
7777 CENTER AVENUE, Suite 430	Huntington Beach	CA	92647	None	240859	1...
830 West Avenue L, Suite 133 & 135	LANCASTER	CA	93534	None	239408	1...
2600 Kitty Hawk Road, Suite 101	Livermore	CA	94551	None	1088779	1...
879 West 190th Street, Suite 1150	Los Angeles	CA	90248	None	1379319	1...
2937 Veneman Ave, Suite B100	Modesto	CA	95356	None	1333954	1...
501 Vineyard Town Center	Morgan Hill	CA	95037	None	1239086	1...
17200 Monterey Street, Suite b	Morgan Hill	CA	95037	None	1239094	1...
350 Woodview Avenue, Suite 300	Morgan Hill	CA	95037	None	38480	1...
3186 Vista Way, #300	Oceanside	CA	92056	None	1635091	1...
109 N. Blanche Street	Ojai	CA	93023	None	872890	1...
2831 N. Ventura Road	Oxnard	CA	93036	None	872891	1...
1000 Town Center Drive, Suite 520,550	Oxnard	CA	93036	None	240753	1...
310 James Way, Suite 280	Pismo Beach	CA	93449	None	619452	1...
7901 Stoneridge Drive, Suite 507	Pleasanton	CA	94588	None	1433650	1...
40 Hilltop Drive, Suite C	Redding	CA	96003	None	1359901	1...

509 W Ward Ave, Ste C	Ridgecrest	CA	93555	None	239669	1...
2240 Douglas Blvd, Suite 200	Roseville	CA	95661	Comstock Mortgage	1229641	4...
1545 River Park Dr, Suite 300	Sacramento	CA	95815	None	1528503	1...
4211 Freeport Blvd	Sacramento	CA	95822	Comstock Mortgage	1229667	1...
2250 Del Paso Road, Suite A	Sacramento	CA	95834	Comstock Mortgage	1229657	1...
3626 Fair Oaks Blvd, Ste 100, 200, 300	Sacramento	CA	95864	Comstock Mortgage	1229663	4...
5887 Copley Dr, 4th, 5th Floor	San Diego	CA	92111	Idaho Mortgage Lending	1492888	28...
6333 Greenwich Dr, Suite 210, 250, 260, 265	San Diego	CA	92122	None	1025983	34...
5075 Shoreham Place, Ste 260	San Diego	CA	92122	San Diego Mortgage Network	156359	1...
6333 Greenwich Dr, Suite 200, 201	San Diego	CA	92122	None	959528	16...
5675 Ruffin Road, Suite 110	San Diego	CA	92123	None	928109	2...
32122 Camino Capistrano, Ste 200	San Juan Capistrano	CA	92675	None	1226055	2...
2236 S. BROADWAY, SUITE A,B, D	Santa Maria	CA	93454	None	240857	1...
2197 Lake Tahoe Blvd, Suite 2	South Lake Tahoe	CA	96150	Comstock Mortgage	1235605	2...
1108 Sartori Ave, Suite 200	Torrance	CA	90501	None	240077	1...
11050 Pioneer Trail, Suite 201	Truckee	CA	96161	None	1314006	2...
2853 Geer Road, Suite B	Turlock	CA	95382	None	1367461	1...
12711 Newport Ave, # F	Tustin	CA	92780	None	976131	1...
1071 South Seaward Ave	Ventura	CA	93001	None	1574212	1...
6555 Telephone Rd, #5	Ventura	CA	93003	None	1502234	1...
1441 S. Mooney Blvd, Suite A	Visalia	CA	93277	None	1113732	1...
3050 Citrus Circle, Suite 210	Walnut Creek	CA	94598	None	757707	1...
3050 Citrus Circle, Suite 210, 222	Walnut Creek	CA	94598-2662	None	285887	3...
100 North Citrus St, Suite 212, 680	West Covina	CA	91791	None	1560823	1...
23873 Clinton Keith Road, Suite 109 & 110	Wildomar	CA	92595	None	324426	3...
1877 Broadway Street, Suite 704	Boulder	CO	80302	None	1622803	1...
6465 Greenwood Plaza Blvd, Suite 100, 180 & 1000	Centennial	CO	80111	None	192748	4...
6465 Greenwood Plaza Blvd, Suite 180	Centennial	CO	80111	None	1486667	3...
1155 Kelly Johnson Blvd, Suites 420 & 440	Colorado Springs	CO	80920	None	1633183	1...
2441 Elliot St	Denver	CO	80211	None	1497561	2...
700 & 708 Main Avenue, Unit D	Durango	CO	81301	None	1377989	2...
3926 John F. Kennedy Pkwy, Suite 9C	Ft Collins	CO	80525	None	1472164	1...
501 Main Street	Grand Junction	CO	81501-2607	None	1194367	1...
215 UNION BLVD., SUITE 415	Lakewood	CO	80228	None	240721	2...
12050 N. Pecos Street, Suite 100	Westminster	CO	80234	None	1226932	2...
4724 Rendezvous Cove	Destin	FL	32541	None	1607694	3...
4300 W. Cypress, Suite 360	Tampa	FL	33607	AmeriPro Home Loans	1507066	1...
5901 Peachtree Dunwoody Rd, Suite C100	Atlanta	GA	30328	None	1408562	5...
175 Pine Grove Road, Suite 105	Cartersville	GA	30120	None	1394875	2...
5820 Veterans Parkway, Suite 101	Columbus	GA	31904	None	1566743	2...
327 Dahlonga Street, #303A, 303B	Cumming	GA	30040	None	1281219	3...
1209 West Walnut Ave, Suite 2	Dalton	GA	30720	None	1399048	2...
725 Industrial Park Drive	Evans	GA	30809	None	1399911	3...
349 Mall Blvd, Suite 220	Savannah	GA	31406	None	1117983	1...
1400 Buford Hwy, Suite R-1	Sugar Hill	GA	30518	None	1469737	1...
208 Smithville Church Rd	Warner Robins	GA	31088	None	1566751	3...

500 Osgian Blvd, Suite 400, 500	Warner Robins	GA	31088	None	1399436	1...
425 Kilauea Ave., Suite B-3	Hilo	HI	96720	None	1023995	1...
677 Ala Moana Blvd., # 708	Honolulu	HI	96813	None	1247358	2...
609 KAILUA ROAD, SUITE 200	KAILUA	HI	96734	None	240838	2...
380 Huku Lii, Suite 201	Kihei	HI	96753	None	381108	1...
94-849 Lumiaina Street, Suite 206	Waipahu	HI	96797	None	1391632	1...
94-849 Lumiaina St, Suite 105	Waipahu	HI	96797	None	1219870	1...
2570 106th Street, Suite D	Urbandale	IA	50322	None	1412564	15...
121 N 9TH ST STE 304	BOISE	ID	83702	None	779503	1...
776 East Riverside Drive, Suite 100 & 150A	Eagle	ID	83616	Idaho Mortgage Lending	97569	1...
127 N Whitley Drive	Fruitland	ID	83619	None	259172	2...
1970 East 17th Street, Suite 203	Idaho Falls	ID	83404	None	1414257	1...
1810 S. Eagle Road	Meridian	ID	83642	None	107908	4...
100 10th Avenue South	Nampa	ID	83651	None	964941	1...
5660 E. Franklin Road, Suite 130	Nampa	ID	83687	None	1428384	1...
1246 Yellowstone, Suite E	Pocatello	ID	83201	None	839443	1...
158 S. Main St, 2nd Floor	Pocatello	ID	83204	None	987179	2...
1411 North College Rd E., Suite 300	Twin Falls	ID	83301	None	97506	3...
1403 Metro Dr, Ste D	Alexandria	LA	71303	None	1547631	2...
16851 Jefferson Highway, #5B	Baton Rouge	LA	70817-6435	None	1088666	1...
3900 N. Causeway Blvd, Suite 1224	Metairie	LA	70002	None	1558671	1...
1730 Fenpark Drive, Suite 1003	Fenton	MO	63026	None	1204498	1...
3127 Central Avenue, Suite 4	Billings	MT	59102	None	140408	5...
324 2nd Street, Apt 2	Havre	MT	59501	None	1438680	1...
Ford Building Suite 211, 17 Second St E.	Kalispell	MT	59901	None	1460527	1...
1001 S HIGGINS AVE, A2	Missoula	MT	59801	None	398152	2...
7221 Pineville Matthews Rd, Suite 100	Charlotte	NC	28226-6176	None	1180472	2...
30 1st Ave E	Dickinson	ND	58601	None	1435502	1...
17041 Lakeside Hills Plaza	Omaha	NE	68130	None	1247267	2...
3333 Farnam Street	Omaha	NE	68131	None	1247287	6...
1065 N 115th Street, Suite 150	Omaha	NE	68154	None	1178673	6...
2201 San Pedro Dr NE, Bldg 2-100, 105	Albuquerque	NM	87110	None	1128156	2...
4337 East Main Street, Suite 203	Farmington	NM	87402-8639	None	269677	1...
4620 South Carson Street, Suite 1	Carson City	NV	89701	None	1120746	2...
905 Railroad St, # 201	Elko	NV	89801	None	967258	2...
930 Idaho Street	Elko	NV	89801	None	1496935	1...
9065 S. Pecos Rd., Suite 120	Henderson	NV	89074	None	1463399	2...
701 Green Valley Parkway N, Suite 105, 110 & 284	Henderson	NV	89074-6178	None	858248	3...
8485 W. Sunset Road, Suite 205	Las Vegas	NV	89113-2249	None	1326802	1...
9420 W. Sahara, Suite 106	Las Vegas	NV	89117	None	307789	3...
2760 Lake Sahara Drive, Ste 100	Las Vegas	NV	89117	None	884146	2...
1645 Village Center Circle, Suite 271	Las Vegas	NV	89134	None	1058485	3...
1702 COUNTY ROAD, Suite A3, F & I	Minden	NV	89423	None	240057	2...
3255 S. Virginia Street, Suite C	Reno	NV	89502	None	1272160	2...
601 S. Arlington Ave	Reno	NV	89509	None	1544567	3...
6990 South McCarran Blvd, Suite 200	Reno	NV	89509	None	875082	2...
5370 Kietzke Lane, 103	Reno	NV	89511	None	373438	3...

5370 Kietzke Lane, Suite 104	Reno	NV	89511	None	1214345	1...
5370 Kietzke Lane, Suite 201	Reno	NV	89511	None	1505054	3...
3150 Vista Blvd, Suite 102	Sparks	NV	89436	None	1037736	2...
183 HIGHWAY 50, UNIT B	ZEPHYR COVE	NV	89448	None	156365	2...
10 West Main St, Suite 307	Ardmore	OK	73401	None	1611764	1...
2927 W. University Blvd.	Durant	OK	74701	None	862381	2...
2500 Boardwalk St, Suite 214	Norman	OK	73069	None	1619547	1...
8988 S. Sheridan, Suite W	Tulsa	OK	74133	None	1131981	2...
8126 S. Mingo Rd, Ste 200	Tulsa	OK	74133	AmeriPro Home Loans	1507070	3...
108 East Hersey St, Ste 2B	Ashland	OR	97520	None	1408663	2...
16100 NW Cornell Road, Suite 190	Beaverton	OR	97006	None	1242832	2...
101 NE Greenwood Avenue, Suite 120	Bend	OR	97701	None	988369	2...
397 SW Upper Terrace Drive, Suite 150	Bend	OR	97702	None	1152036	4...
25 NW Minnesota Avenue, Suite 9	Bend	OR	97703	None	1528622	2...
12550 SE 93rd Ave, Suite 120	Clackamas	OR	97015	None	959577	4...
10135 SE Sunnyside Road, Suite 220	Clackamas	OR	97015	None	1242861	3...
330 Central Ave	Coos Bay	OR	97420	None	1377605	1...
375 NW Harrison Blvd	Corvallis	OR	97330	None	1546258	1...
360 E. 10th Avenue, Suite 101	Eugene	OR	97401	None	375443	3...
3350 Hwy 101 N., Suite E	Gearhart	OR	97138	None	1438938	2...
301 NE 7th St	Grants Pass	OR	97526	None	1499352	2...
409 Pine St, Suite 200A, 204	Klamath Falls	OR	97601	None	960559	1...
409 Pine St, Suite 200A, 204	Klamath Falls	OR	97601	None	1209198	1...
3689 Carman Drive, Suite 100	Lake Oswego	OR	97035	None	1242945	1...
4500 Kruse Way, Suite 250	Lake Oswego	OR	97035	None	328603	5...
5400 Meadows Road, Suite 150	Lake Oswego	OR	97035	None	1242937	3...
609 E. Jackson Street	Medford	OR	97504	None	1170615	2...
700 Deborah Rd, Suite 100	Newberg	OR	97132	The Stuart Group	1196146	4...
2504 Portland Road	Newberg	OR	97132	None	1242965	3...
129 S Main St	Pendleton	OR	97801	None	1647257	1...
1953 NW Kearney St	Portland	OR	97209	Mortgage Monkey	1242967	3...
10220 SW Greenburg Rd, 6th Fl	Portland	OR	97223	None	1358246	1...
10260 SW Greenburg Rd, Suite 900	Portland	OR	97223	Emory Team	1242991	4...
9200 SW Barnes Road	Portland	OR	97225	None	1242841	2...
825 NE Multnomah Street, Suite 950	Portland	OR	97232	Steph Noble Team	1242961	3...
8615 SE Division St, Suite 203	Portland	OR	97266	None	1485385	1...
636 NW Cedar Avenue	Redmond	OR	97756	None	1267721	1...
2601 25th Street SE, Suite 200, 350	Salem	OR	97302	Idaho Mortgage Lending	1140900	3...
51669 Columbia River HWY, Suite 100	Scappoose	OR	97056	None	1243002	2...
300 N. Water Street	Silverton	OR	97381	None	1211642	1...
306 COURT STREET, SUITE B	The Dalles	OR	97058-2128	None	834673	2...
1520 SE Discovery Lane, Suite D	Warrenton	OR	97146	None	789007	3...
29100 S.W. Town Center Loop W., Suite 100	Wilsonville	OR	97070	First Team	799197	3...
1310 Pine Log Road, Suite A	Aiken	SC	29803	None	1552682	1...
1751 St. Julian Place	Columbia	SC	29204	None	939690	3...
101 Westpark Blvd, Suite B, C	Columbia	SC	29210	None	949333	2...
566 Spears Creek Church Road, Suite 101	Elgin	SC	29045	None	1197001	1...
3451 Pelham Rd.	Greenville	SC	29615	None	908253	2...

204 Caughman Farm Lane, Suite 101	Lexington	SC	29072	None	1217969	2...
641 Little Tony Ave	Murrells Inlet	SC	29576	None	1058314	1...
2050 Corporate Centre Dr., Suite 200	Myrtle Beach	SC	29577	None	957652	2...
4921 Centre Pointe Drive, Suite 100	North Charleston	SC	29418	None	1122641	1...
2865 Summer Oaks Dr, Suite 200	Memphis	TN	38134	None	1223454	2...
1500 Industrial Blvd., #100A	Abilene	TX	79602	None	779502	1...
3100 W. Arkansas Lane, Suite 103	Arlington	TX	76016	None	1440091	1...
3100 W. Arkansas Lane #105	Arlington	TX	76016	None	865251	1...
5113 Southwest Parkway, Suite 130	Austin	TX	78735	AmeriPro Home Loans; The Flanary Team; The Vaughn Team	998721	1...
2110 W. Slaughter Ln, #160	Austin	TX	78748	None	1037510	1...
6507 Jester Blvd, Ste 507	Austin	TX	78750	None	849500	1...
8300 N. Mopac Expwy, Suite 125	Austin	TX	78759	AmeriPro Home Loans	925190	5...
5925 Phelan Blvd, Unit I	Beaumont	TX	77706	None	970246	1...
575 N. 18th St., Suite 2	Beaumont	TX	77706	AmeriPro Home Loans	1507084	1...
700 Lake Road	Belton	TX	76513	None	1256396	1...
104 E Bandera Rd, Ste 2	Boerne	TX	78006	AmeriPro Home Loans	1507103	1...
1001 Rock St	Bowie	TX	76230	None	847770	1...
506 East Adams St.	Brownwood	TX	76801	None	1278280	1...
312 East Renfro, Suite 201	Burleson	TX	76028	AmeriPro Home Loans	1507089	1...
785 W. Hidden Creek Pkwy, Suite 2100, 2101D	Burleson	TX	76028	None	1332064	1...
1212 S. Preston Rd.	Celina	TX	75009	None	713804	1...
2200 North FM 3083 West	Conroe	TX	77304	None	1557405	1...
4215 S. Staples St., Suite 100	Corpus Christi	TX	78411	None	393979	2...
15205 S. Padre Island Dr, Suite 240A	Corpus Christi	TX	78418	AmeriPro Home Loans	1507091	1...
14725 S. Padre Island Dr, Ste 24	Corpus Christi	TX	78418	None	1519400	1...
108 S. Beaton St, Suite i	Corsicana	TX	75110	None	1248650	1...
5956 Sherry Lane, Suite 500	Dallas	TX	75225	None	1540980	1...
10440 N Central Expressway, Ste 800	Dallas	TX	75231	The McElyea Team	557400	1...
2290 Springlake Rd, Suite 108	Dallas	TX	75234	None	1247332	4...
10935 Estate Ln, Suite S364 & S381	Dallas	TX	75238	None	1632616	1...
2201 S FM 51, Suite 500	Decatur	TX	76234	None	1621779	1...
4504 Center St, Office 4	Deer Park	TX	77536	None	1624641	1...
101 NW Main Street	Ennis	TX	75119	None	393949	1...
4880 Long Prairie Rd, Suite 240	Flower Mound	TX	75028	AmeriPro Home Loans	1505706	1...
6115 Camp Bowie Blvd, Suite 290	Fort Worth	TX	76116	None	1597988	1...
112 NW 24th Street, Suite 208	Fort Worth	TX	76164	None	1426994	1...
406 N. Grand Ave, Ste 103	Gainesville	TX	76240	None	975268	1...
3613 Williams Dr, Ste 201	Georgetown	TX	78628	None	1416728	1...
207 Eastridge Road	Granbury	TX	76049	None	393895	1...
3324 E. HWY 377	Granbury	TX	76049	None	393947	1...
3306 E Hwy 377	Granbury	TX	76049	None	1634208	1...
2305 N. Ed Carey Dr	Harlingen	TX	78550	None	1498027	1...
2011 Leeland St	Houston	TX	77003	None	1057681	1...
1333 Heights Blvd, Ste 102	Houston	TX	77008	None	1247318	1...
3300 S. Gessner, Suite 201	Houston	TX	77063	None	892581	1...
5415 East 15th st	Katy	TX	77493	None	1618658	1...
1727 Keller Parkway, Ste 26	Keller	TX	76248	AmeriPro Home Loans	1505730	1...
1664 Keller Parkway, Suite 101	Keller	TX	76248	None	580143	1...
13563 Hwy 29 W, Suite 1	Liberty Hill	TX	78642	AmeriPro Home Loans	1506430	1...



1300 Hollybrook Drive	Longview	TX	75605	None	1382903	1...
2400 N. Hwy 287, Suite 106	Mansfield	TX	76063	None	1183092	1...
201 W. Virginia St, Ste 101 & 103	McKinney	TX	75069	None	1479542	1...
136 N. 8th St, Suite 400	Midlothian	TX	76065	None	1433860	1...
4502 Riverstone Blvd, Suite 303, 304	Missouri City	TX	77459	AmeriPro Home Loans	1505750	1...
9001 Airport Freeway, Suite 660	North Richland Hills	TX	76180	None	1558623	1...
6900 Dallas Parkway, #610	Plano	TX	75024	AmeriPro Home Loans	1505745	2...
6900 N. Dallas Parkway, Suite 123	Plano	TX	75024	AmeriPro Home Loans	1505761	1...
111 E. Hwy 120, Suite 107	Pottsboro	TX	75076	None	1544123	1...
100 Plaza Dr, Suite 500	Red Oak	TX	75154	None	1332255	1...
465 W. President George Bush Hwy, Ste 220	Richardson	TX	75080	The Craig Lemp Team	988015	1...
2882 Ridge Road	Rockwall	TX	75032	None	1118347	2...
1620 Red Bud Lane	Roundrock	TX	78664	AmeriPro Home Loans	1507120	1...
2801 Southwest Blvd	San Angelo	TX	76904	None	934855	1...
1149 E. Commerce St., Suite 210	San Antonio	TX	78205	AmeriPro Home Loans	1332096	2...
12950 Country Parkway, Suite 175	San Antonio	TX	78216	AmeriPro Home Loans; Helen's Money Team	1507101	1...
14100 San Pedro Avenue, Suite 210	San Antonio	TX	78232	None	393967	1...
401 E. Sonterra Blvd, Suite 175	San Antonio	TX	78258	None	1540986	1...
714 N. Travis Street	Sherman	TX	75090	Castle Team; Wegley Team	1211748	2...
1560 E. Southlake Blvd, Ste 220	Southlake	TX	76092	AmeriPro Home Loans	716533	1...
26310 Oak Ridge Drive, Group 2	Spring	TX	77380	None	943857	1...
1510 Meadow Sweet Drive	Sugar Land	TX	77479	None	1390080	1...
2118 Birdcreek Drive, Suite 100	Temple	TX	76502	None	1192404	1...
3101 Kennedy Lane, Suite 100	Texarkana	TX	75503	None	1533111	2...
103 Baker Drive	Tomball	TX	77375	AmeriPro Home Loans	1507108	1...
6775 Old Jacksonville Hwy, Suite 2	Tyler	TX	75703	None	1389542	1...
2451 FM 1189	Weatherford	TX	76087	None	979753	1...
175 N. Main St # 204	Heber City	UT	84032	None	1046641	1...
4543 South Holladay Blvd, Ste 125	Holladay	UT	84117	AmeriPro Home Loans	1505788	1...
1047 S 100 West, Suite 100	Logan	UT	84321	None	221952	4...
6770 South 900 East, Suite 300	Midvale	UT	84047	None	1535567	1...
955 East Chambers St, Suite 100	Ogden	UT	84403	None	1546455	1...
218 N. Orem Blvd	Orem	UT	84097	None	346010	1...
1526 Ute Blvd, Unit 107	Park City	UT	84098	None	1467683	1...
230 West Towne Ridge Parkway, Suite 310	Sandy	UT	84070	None	878754	5...
10271 South 1300 East	Sandy	UT	84094	None	240681	3...
1224 S. River Road, Suite A-102	St George	UT	84790	None	1438642	1...
1783 West 1000 South	Vernal	UT	84078	None	252141	1...
9089 South 1300 West, Suite D	West Jordan	UT	84088	None	1361322	1...
150-120th Ave NE, Ste 300	Bellevue	WA	98005	None	37794	5...
150 120th Ave NE, Suite 405	Bellevue	WA	98005	None	295204	1...
310 E. Magnolia St, Suite 101	Bellingham	WA	98225	None	271513	3...
19809 SE 10th St.	Camas	WA	98607	None	1242985	2...
11244 South Lakeshore Drive	Chelan	WA	98816	None	1425938	2...
2909 Hewitt Avenue	Everett	WA	98201	None	1218711	6...
2731 Wetmore Ave Suite 303	Everett	WA	98201	None	1001115	1...
2903A Hewitt Ave	Everett	WA	98201	None	1530363	7...
2915 Hewitt Ave	Everett	WA	98201	None	1120107	7...
2006 65TH AVE W	FIRCREST	WA		None	375701	1...

			98466-6200			
1010 S. 336th Street, Suite 110	Federal Way	WA	98003	None	1132526	1...
8200 W Grandridge Blvd, Suite 110	Kennewick	WA	99336	None	1288939	2...
5209 Lake Washington Blvd NE, Suite 105	Kirkland	WA	98033	None	290080	7...
1338 Commerce Avenue, Suite 103	Longview	WA	98632	None	1171495	2...
3500 188th St SW, Suite 103	Lynnwood	WA	98037	None	1335052	2...
3400 188th St. SW, Suite 400	Lynnwood	WA	98037	Miltenerberger Team	37801	6...
1027 State Avenue, Suite 101	Marysville	WA	98270	None	320008	1...
16329 Cascadian Way	Mill Creek	WA	98012	None	1108164	4...
506 E. Hill	Moses Lake	WA	98837	None	170835	2...
32785 State Route 20, Suite 5 & 6	Oak Harbor	WA	98277	None	270016	2...
3009 Pacific Avenue SE, Suite 102	Olympia	WA	98501	None	1146208	1...
1000 Dexter Avenue North, Suite 310	Seattle	WA	98109	None	1012222	2...
155 NE 100th Street, Suite 401, 404	Seattle	WA	98125	None	78615	4...
316 W. Boone Ave, Ste 880	Spokane	WA	99201	None	181079	1...
12209 E MISSION AVE, Suite 7	Spokane Valley	WA	99206	None	341940	2...
4801 S 19TH ST STE 200	Tacoma	WA	98405-1166	None	843670	1...
4301 South Pine St, Suite 110, 160	Tacoma	WA	98409	None	273749	3...
100 Baily Hill Rd	Twisp	WA	98856	None	960512	1...
201 NE PARK PLAZA DR, STE 242	VANCOUVER	WA	98684-5874	None	433939	5...
222 NE Park Dr., Suite 113	Vancouver	WA	98684	None	337922	2...
411 N. Mission Street	Wenatchee	WA	98801	None	1230643	3...
541 East Flaming Gorge Way, Unit E	Green River	WY	82935	None	1434270	1...
230 East Broadway, Suite 3B	Jackson	WY	83001	None	1377578	3...

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